Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between DHS CBP MISSION SUPPORT FACILITIES (7073) And GENERAL SERVICES ADMINISTRATION

ADC00232	Final	Version:	65	Date Last Modified:	04-Oct-2018
DC0459AF				Fiscal Year Update	

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will occupy 452,275.81 usable (635,675.96 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 12 months commencing on or about 10/04/2018.

The agency share of Joint Use Spaces is 8,079.15 rentable square feet.

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. DHS CBP MISSION SUPPORT FACILITIES is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
- 2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems

are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

JU Space Details

The agency share of Joint Use Spaces is 8,079.15 rentable square feet, \$510,859.42 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	556.42	\$35,183.74
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	7,522.73	\$475,675.68

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from 7 am to 5 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

National Capital Optional

Final OA

This OA represents the final terms of occupancy.

ZZZ - Portfolio Signature Block

Approved:

NCR Portfolio Representative Title Date

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

Purpose of OA ADC00232 v61

OA ADC00232 v.61 adds reimbursable preventive maintenance (PM) services for the UPS and HVAC systems.

Audit No. 412014

UPS preventive maintenance (PM) Contract amount is \$8,046.00 plus the one time RWA fee of \$100 for a total of \$8,146.00 to be paid monthly at \$894,00 per month for nine months beginning January 2018 through September 2018.

Audit No. 412016

HVAC preventive maintenance (PM) services contract amount is \$9,999.72 plus the one time RWA fee of \$100 for a total of \$10,099.72 to be paid monthly at \$1,111.08 per month for nine months beginning January 2018 through September 2018.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

		OA #: ADC00232	OA Status:	Final	Versi	on: 65	Loc Code: [C0459AF
ADC00	0232	Final DHS CBP MISSION SUPPO	ORT FACILITIES	Versi	on: 6	5	Page: Date Last Modified:	1 of 1 04-Oct-2018
	art Date: d Date:	DC0459AF 04-Oct-2018 30-Sep-2019			P	eriod:	Fiscal Year Update Fiscal Year: 04-Oct-2018 to	2019 30-Sep-2019
				Charg	e Basis	s Ar	nnual Charge	Annual Rate
1.	Shell R	ental Rate						
	a. Gene	eral		/1-	635,67	76	\$33,468,339.29	\$52.650000000
3.	•	ng Costs ##		(b				
A.		t Rent SubTotal			635,6	76	\$40,893,293.86	\$64.330408000
7.	Security	y Services						
		ding Specific Amortize	ed Capital	(þ) (4)			
В.		Rent SubTotal			635,67	76	\$8,822.66	\$0.013879184
12.		a Joint Use Charges						
		ding Amenities			8,07	79	\$510,859.42	\$63.231795846
C.	•	se SubTotal					\$510,859.42	
D.		Annual Rent (A+B+C))		635,67	76	\$41,412,975.95	
E.	•	ments SubTotal					\$0.00	
F.		Rent Bill(D+E)					\$41,412,975.95	
G.	Total A	antenna Bill					\$0.00	
16.		rsable Services						
	a. Utili							
		81 Overtime Utilities					\$1,112,704.48	
		hanical - HVAC						
	_	71 Mechanical O & M					\$57,547.00	
Н.		Reimbursable Services	s Bill				\$1,170,251.48	
I.	Total P	BS Bill (F+G+H)					\$42,583,227.43	

Note: ANSI Rentable of 635,676 is 452,276 Assigned Usable Space PLUS 183,400 Common Space. R/U Factor is 1.405505105

Customization Tier

PBS Fee is

Amortization Terms (in months)

J.

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LUMP SUM ITEMS

Operating Cost Escalation Applies

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Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems

are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

JU Space Details

The agency share of Joint Use Spaces is 8,079.15 rentable square feet, \$510,859.42 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	556.42	\$35,183.74
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	7,522.73	\$475,675.68

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from 7 am to 5 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

National Capital Optional

Final OA

This OA represents the final terms of occupancy.

ZZZ - Portfolio Signature Block

Approved:

NCR Portfolio Representative Title Date

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

Purpose of OA ADC00232 v61

OA ADC00232 v.61 adds reimbursable preventive maintenance (PM) services for the UPS and HVAC systems.

Audit No. 412014

UPS preventive maintenance (PM) Contract amount is \$8,046.00 plus the one time RWA fee of \$100 for a total of \$8,146.00 to be paid monthly at \$894,00 per month for nine months beginning January 2018 through September 2018.

Audit No. 412016

HVAC preventive maintenance (PM) services contract amount is \$9,999.72 plus the one time RWA fee of \$100 for a total of \$10,099.72 to be paid monthly at \$1,111.08 per month for nine months beginning January 2018 through September 2018.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

ADC00 7073 OA Sta OA En	urt Date:	Final DHS CBP MISSION SUPPORT FACILITIES DC0459AF 04-Oct-2018 30-Sep-2019	Version: Charge Ba	65 Period:	Page: Date Last Modified: Fiscal Year Update Fiscal Year: 04-Oct-2018 to Annual Charge	1 of 1 04-Oct-2018 2019 30-Sep-2019 Annual Rate
1.	Shell Re	ental Rate	011112 80 200			
	a. Gene	ral	635	5,676	\$33,468,339.29	\$52.650000000
3.	Operatir	ng Costs ##	(b) (4)			
A.	Market	Rent SubTotal	635	,676	\$40,893,293.86	\$64.330408000
7.	Security	Services	(1-) (4)			
		ling Specific Amortized Capital	(b) (4)			
В.	•	Rent SubTotal	635	5,676	\$8,822.66	\$0.013879184
12.		a Joint Use Charges	_			
		ling Amenities	8	3,079	\$510,859.42	\$63.231795846
C.	_	se SubTotal			\$510,859.42	
D.		nnual Rent (A+B+C)	635	5,676	\$41,412,975.95	
E.	•	nents SubTotal			\$0.00	
F.		ent Bill(D+E)			\$41,412,975.95	
G.		ntenna Bill			\$0.00	
16.		rsable Services				
	a. Utilit					
		31 Overtime Utilities			\$1,112,704.48	
		nanical - HVAC				
		71 Mechanical O & M - HVAC	•		\$57,547.00	
H.	Total Reimbursable Services Bill				\$1,170,251.48	
I.		BS Bill (F+G+H)			\$42,583,227.43	
J.	LUMP	SUM ITEMS				
	_		Customiz			2
##	Ope	rating Cost Escalation Applies	Amortiza PBS Fee		erms (in months)	(b)

Note: ANSI Rentable of 635,676 is 452,276 Assigned Usable Space PLUS 183,400 Common Space. R/U Factor is 1.405505105

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between CD OFFICE OF THE SECRETARY (1301) And GENERAL SERVICES ADMINISTRATION

ADC00496	Final	Version:	48	Date Last Modified:	01-Oct-2018
DC0515AF				Annual Operating Cost Escalation	

CD OFFICE OF THE SECRETARY (Code 1301) will occupy 6,929.07 usable (9,738.71 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG TRADE CT (DC0515) located at 1300 PENNSYLVANIA AVE NW, WASHINGTON, DC, for a period of 24 months commencing on or about 10/01/2018.

The agency share of Joint Use Spaces is 123.78 rentable square feet.

CD OFFICE OF THE SECRETARY (Code 1301) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

CD OFFICE OF THE SECRETARY (Code 1301) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. CD OFFICE OF THE SECRETARY is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
- 2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

OA Renewal

In the event of a continued occupancy after expiration with no additional space and with no additional tenant improvements provided, the tenant agency will be financially responsible for an extension of this agreement at the market rates in place at the time of the expiration. The rates and term of the extension will be set according to the policy at the time of the extension. The tenant agency rights to relinquish space as specified in this OA remain in effect.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA

budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

JU Space Details

The agency share of Joint Use Spaces is 123.78 rentable square feet, \$7,826.60 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	8.52	\$539.03
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	115.25	\$7,287.57

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from to Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

National Capital Optional ZZZ - Portfolio Signature Block

Approved:

NCR Portfolio Representative Title Date

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

Increase of Space Effective 5/4/2018

The purpose of this OA is to increase space by 1,206.35 USF effective 5/4/2018. The new USF is 6,929.07.

Purpose of OA_ADC00496

The purpose of this OA is to extend the current assignment. CD OFFICE OF THE SECRETARY (Code 1301) will occupy 5,722.72 usable (8,043.31 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG TRADE CT (DC0515) located at 1300 PENNSYLVANIA AVE NW, WASHINGTON, DC, for a period of 60 months commencing on or about 10/01/2015.

The rates in this OA are based on the FY2016 appraisal and will be in effect from October 1, 2015 through September 30, 2020. At that time a new version of this OA will be provided reflecting the updated appraisal rates.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

Late Inc ADC00	crement -Increase of Space 1496	Final CD OFFICE OF THE SECR	Version	: 48	Page: Date Last Modified:	1 of 2 01-Oct-2018
1301		DC0515AF	EIAKI		Annual Operating Cost E	scalation
OA Sta		01-Oct-2018			Fiscal Year:	2019
OA End	d Date:	30-Sep-2020			od: 01-Oct-2018 to	30-Sep-2019
			Charge Bas	is	Annual Charge	Annual Rate
1.	Shell Rental Rate					
	a. General		9,	739	\$508,301.13	\$52.193887000
3.	Operating Costs #	#	(b)	(4)		
A.	Market Rent Sub	Total	9,	739	\$617,865.92	\$63.444329000
В.	Agency Rent Sub	Total	9,	739	\$0.00	\$0.000000000
12.	Pro-Rata Joint Use	e Charges				
	a. Building Amer	ities		124	\$7,826.60	\$63.231816722
C.	Joint Use SubTot	tal			\$7,826.60	
D.	Total Annual Re	nt (A+B+C)	9,	739	\$625,692.52	
E.	Adjustments Sub	Total			\$0.00	
F.	Total Rent Bill(D	0+E)			\$625,692.52	
G.	Total Antenna B	ill			\$0.00	
Н.	Total Reimbursa	ble Services Bill			\$0.00	
I.	Total PBS Bill (F	+G+H)			\$625,692.52	
J.	LUMP SUM ITE	MS				
			Custom	izatio	on Tier	3
##	Operating Cost	Escalation Applies	Amortiz PBS Fee		Terms (in months)	(b) (4)

Note: ANSI Rentable of 9,739 is 6,929 Assigned Usable Space PLUS 2,810 Common Space. R/U Factor is 1.405485873

Late Increment -Increase of Space ADC00496 1301		Final CD OFFICE OF THE SECRETAR	Version: 48	Page: Date Last Modified:	2 of 2 01-Oct-2018
OA Star	t Date:	DC0515AF 01-Oct-2018	. 1	Annual Operating Cost E Fiscal Year:	scalation 2020
OA End	Date:	30-Sep-2020		od: 01-Oct-2019 to	30-Sep-2020
1	Cl11 D 4 - 1 D - 4 -	Cn	arge Basis	Annual Charge	Annual Rate
1.	Shell Rental Rate		0.720	Φ500 201 12	Φ52 102007000
2	a. General		9,739 (b) (4)	\$508,301.13	\$52.193887000
3.	Operating Costs ##				
A.	Market Rent Sub	Total	9,739	\$620,166.78	\$63.680588282
В.	Agency Rent Sub	Total	9,739	\$0.00	\$0.000000000
12.	Pro-Rata Joint Use	Charges			
	a. Building Amen	ities	124	\$7,990.96	\$64.559684873
C.	Joint Use SubTot			\$7,990.96	
D.	Total Annual Ren	nt (A+B+C)	9,739	\$628,157.74	
E.	Adjustments Sub	Total		\$0.00	
F.	Total Rent Bill(D			\$628,157.74	
G.	Total Antenna Bi	11		\$0.00	
H.	Total Reimbursal	ble Services Bill		\$0.00	
I.	Total PBS Bill (F-	+G+H)		\$628,157.74	
	`	,	Customizatio	·	3
##	Operating Cost	Escalation Applies		n Terms (in months)	(b) (4)

Note: ANSI Rentable of 9,739 is 6,929 Assigned Usable Space PLUS 2,810 Common Space. R/U Factor is 1.405485873

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT

Between

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (7056) And

GENERAL SERVICES ADMINISTRATION

ADC00689	Final	Version:	53	Date Last Modified:	01-Mar-2019
DC0459AF				Annual Operating Cost Escalation	

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will occupy 2,539.78 usable (3,567.74 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 24 months commencing on or about 03/01/2019. The agency share of Joint Use Spaces is 45.37 rentable square feet.

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard

services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user

to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
- 2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish

the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal

property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

JU Space Details

The agency share of Joint Use Spaces is 45.37 rentable square feet, \$2,868.76 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	3.12	\$197.58
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania A	ve NW 42.24	\$2,671.18

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Department of Homeland Security (DHS) Mandatory Clauses

Rent Components

Obligation to Pay Rent

The DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) obligation to pay Rent for the space governed by this OA commences upon substantial completion and acceptance of the space by the GSA project manager. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will accompany GSA on the walk-through of the space prior to GSA acceptance of the space. (Note: This clause supersedes any conflicting clauses in the Standard Clauses.)

Shell Rent

The shell rental rate identified in the OA Financial Summary:

X For owned space, based upon comparable market data is final

Per Square Foot Operating Costs

The per-square-foot base-year operating costs identified in the OA Financial Summary:

X For owned space, based upon comparable market data is final

Tenant Improvement Cost

Whether the assignment is in owned or leased space, if the tenant improvement cost identified in the OA Financial Summary:

- Represents the cost of minor improvements in existing space, it is unlikely to change significantly.
 - Is the tenant improvement allowance or a preliminary modification of the tenant allowance, is subject
- to change, depending on the actual costs.
 - Is the negotiated total tenant improvement value, it is unlikely to change significantly except for
- changes to the scope of the work.
- ___ Is a buildout-period estimate, is subject to cost adjustments.
- ____ Is the cost upon completion, may be subject to minor post-construction cost adjustments.

Applicable Terms

The following terms apply to this Occupancy Agreement:

- A. General TI Allowance (Total Dollars)
- B. General TI Allowance Expended (Total Dollars)
- C. Customization TI Allowance (Total Dollars)
- D. Customization TI Allowance Expended (Total Dollars)
- E. TI Amortization Rate (Annual)
- F. TI Amortization Term (Months)
- G. Total TI Lump-Sum Payment Buy-Down (Total Dollars)
- H. Customization Tier for this OA

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from to Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

National Capital Optional

Final OA

This OA represents the final terms of occupancy.

ZZZ - Portfolio Signature Block

Approved:



NCR Portfolio Representative Title Date

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

Purpose of OA ADC00689 Vs 43

This OA is to increase 993.13 USF to NPPDS OA (ADC00689) effective March 1, 2016.

Appraisal Basis

The rates in this OA are based on the FY16 appraisal and will be effective March 1,2016 through February 28,2021.

Purpose of OA: ADC00689 Version 40

The purpose of this OA is to extend the current assignment for a 60 month period effective 03/01/2016. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS(Code 7056) will occupy 1,546.65 usable (2,173.82 rentable) square feet of space at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC.

Appraisal Basis: ADC00689

The rates in this OA are based on an FY 2016 appraisal and are valid through February 28th 2021 at which time a new version of this OA will be presented reflecting FY 2021 appraisal rates

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

OA #: ADC00689 OA Status: Final Version: 53 Loc Code: DC0459AF

Increas space	sing		Page:	1 of 3
ADC00689 Final		Version: 53	Date Last Modified:	01-Mar-2019
7056	DHS NATIONAL PROTECTION AND PROGRAM DIRECTORATE FPS	S		
	DC0459AF		Annual Operating Co	st
OA Sta	art Date: 01-Mar-2019		Escalation Fiscal Year:	2019 Partial
	d Date: 28-Feb-2021	Pe	eriod: 01-Mar-2019 to	30-Sep-2019
		Charge Basis	Period Charge	Annual Rate
1.	Shell Rental Rate			
	a. General	3,568	\$109,574.21	\$52.650000000
3.	Operating Costs ##	(b) (4)		
A.	Market Rent SubTotal	3,568	\$133,883.27	\$64.330409000
7.	Security Services			
	c. Building Specific Amortized Capital	(b) (4)		
В.	Agency Rent SubTotal	3,568	\$28.89	\$0.013879279
12.	Pro-Rata Joint Use Charges			
	a. Building Amenities	45	\$1,673.44	\$63.231807118
C.	Joint Use SubTotal		\$1,673.44	
D.	Total Annual Rent (A+B+C)	3,568	\$135,585.60	
E.	Adjustments SubTotal	·	\$0.00	
F.	Total Rent Bill(D+E)		\$135,585.60	
G.	Total Antenna Bill		\$0.00	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$135,585.60	
J.	LUMP SUM ITEMS		, ,	
•		Customization	Tier	2
##	Operating Cost Escalation Applies		erms (in months)	(b) (4)

Note: ANSI Rentable of 3,568 is 2,540 Assigned Usable Space PLUS 1,028 Common Space. R/U Factor is 1.404743718

OA #: ADC00689 OA Status: Final Version: 53 Loc Code: DC0459AF

Increasi ADC00 7056	ng space 689	Final DHS NATIONAL PROTECTION AND PROGI DIRECTORATE FPS	RAMS	Version:	53	Page: Date Last Mo	dified:	2 of 3 01-Mar-2019
		DC0459AF				Annual Opera Cost Escalation		
OA Star OA Enc		01-Mar-2019 28-Feb-2021			Period:	Fiscal Year: 01-Oct-2019	to	2020 30-Sep-2020
	~		Charge Basi	s An	nual C	harge	Ann	ual Rate
1.	51101	l Rental Rate	2.4	7.00	ф1.02	7.041.51	Φ.5.0	<i>(5</i> 0000000
3.		eneral	3,3 (b) (568 4)	\$18	7,841.51	\$52	650000000
3. A.	•	rating Costs ## rket Rent SubTotal	(D) (7)				
А. В.		ncy Rent SubTotal	3 4	568		\$0.00	\$0	.000000000
12.	_	Rata Joint Use Charges	٠,٠	700		φο.σσ	ΨΟ	
		uilding Amenities		45	\$2	2,929.00	\$64	.559675068
C.	Join	t Use SubTotal			\$2	2,929.00		
D.	Tota	l Annual Rent (A+B+C)	3,5	568	\$232	2,953.67		
E.	•	ıstments SubTotal				\$0.00		
F.		ll Rent Bill(D+E)			\$232	2,953.67		
G.		l Antenna Bill				\$0.00		
Н.		ll Reimbursable Services Bill				\$0.00		
I.	Tota	ıl PBS Bill (F+G+H)			\$232	2,953.67		
			Customi				_	2
##	O	perating Cost Escalation Applies	Amortiza PBS Fee		rms (in	months)	(1	0) (4)

Note: ANSI Rentable of 3,568 is 2,540 Assigned Usable Space PLUS 1,028 Common Space. R/U Factor is 1.404743718

OA #: ADC00689 OA Status: Final Version: 53 Loc Code: DC0459AF

Increasing space Page: ADC00689 Date Last Modified: 01-Mar-2019 Final Version: 53 DHS NATIONAL PROTECTION AND PROGRAMS 7056 DIRECTORATE FPS Annual Operating DC0459AF Cost Escalation OA Start Date: 01-Mar-2019 Fiscal Year: 2021 Partial OA End Date: 28-Feb-2021 Period: 01-Oct-2020 to 28-Feb-2021 **Charge Basis Period Charge Annual Rate** 1. Shell Rental Rate a. General 3,568 \$78,267.30 \$52.650000000 3. Operating Costs ## A. **Market Rent SubTotal** 3,568 \$95,995.54 \$64.575697589 B. **Agency Rent SubTotal** 3,568 \$0.00 \$0.00000000 12. Pro-Rata Joint Use Charges a. Building Amenities 45 \$1,246.05 \$65.915428244 C. Joint Use SubTotal \$1,246.05 D. **Total Annual Rent (A+B+C)** 3,568 \$97,241.59 E. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$97,241.59 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 Total PBS Bill (F+G+H) I. \$97,241.59 **Customization Tier** ## **Operating Cost Escalation Applies** Amortization Terms (in months) PBS Fee is

Note: ANSI Rentable of 3,568 is 2,540 Assigned Usable Space PLUS 1,028 Common Space. R/U Factor is 1.404743718

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (7056) And

ADC00689	Final	Version:	52	Date Last Modified:	04-Oct-2018
DC0459AF				Fiscal Year Update	

GENERAL SERVICES ADMINISTRATION

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will occupy 2,539.78 usable (3,567.74 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 29 months commencing on or about 10/04/2018. The agency share of Joint Use Spaces is 45.37 rentable square feet.

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard

services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

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to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

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For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish

the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal

property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

JU Space Details

The agency share of Joint Use Spaces is 45.37 rentable square feet, \$2,868.76 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual		
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	3.12	\$197.58		
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	42.24	\$2,671.18		

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Department of Homeland Security (DHS) Mandatory Clauses

Rent Components

Obligation to Pay Rent

The DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) obligation to pay Rent for the space governed by this OA commences upon substantial completion and acceptance of the space by the GSA project manager. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will accompany GSA on the walk-through of the space prior to GSA acceptance of the space. (Note: This clause supersedes any conflicting clauses in the Standard Clauses.)

Shell Rent

The shell rental rate identified in the OA Financial Summary:

X For owned space, based upon comparable market data is final

Per Square Foot Operating Costs

The per-square-foot base-year operating costs identified in the OA Financial Summary:

X For owned space, based upon comparable market data is final

Tenant Improvement Cost

Whether the assignment is in owned or leased space, if the tenant improvement cost identified in the OA Financial Summary:

Represents the cost of			

- Is the tenant improvement allowance or a preliminary modification of the tenant allowance, is subject
- to change, depending on the actual costs.
- Is the negotiated total tenant improvement value, it is unlikely to change significantly except for
- changes to the scope of the work.
- Is a buildout-period estimate, is subject to cost adjustments.
- Is the cost upon completion, may be subject to minor post-construction cost adjustments.

Applicable Terms

The following terms apply to this Occupancy Agreement:

- A. General TI Allowance (Total Dollars)
- B. General TI Allowance Expended (Total Dollars)
- C. Customization TI Allowance (Total Dollars)
- D. Customization TI Allowance Expended (Total Dollars)
- E. TI Amortization Rate (Annual)
- F. TI Amortization Term (Months)
- G. Total TI Lump-Sum Payment Buy-Down (Total Dollars)
- H. Customization Tier for this OA

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from to Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

National Capital Optional

Final OA

This OA represents the final terms of occupancy.

ZZZ - Portfolio Signature Block

Approved:



NCR Portfolio Representative Title Date

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

Purpose of OA ADC00689 Vs 43

This OA is to increase 993.13 USF to NPPDS OA (ADC00689) effective March 1, 2016.

Appraisal Basis

The rates in this OA are based on the FY16 appraisal and will be effective March 1,2016 through February 28,2021.

Purpose of OA: ADC00689 Version 40

The purpose of this OA is to extend the current assignment for a 60 month period effective 03/01/2016. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS(Code 7056) will occupy 1,546.65 usable (2,173.82 rentable) square feet of space at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC.

Appraisal Basis: ADC00689

The rates in this OA are based on an FY 2016 appraisal and are valid through February 28th 2021 at which time a new version of this OA will be presented reflecting FY 2021 appraisal rates

I agree to the initial terms with the understanding modifications will be made over time.

	<u> </u>
Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

OA #: ADC00689 OA Status: Final Version: 52 Loc Code: DC0459AF

Increasing space ADC00689		Final DHS NATIONAL PROTECTION AND PROGRAM FPS	IS DIRECTORATE	Version: 52	Page: Date Last M	1 of 3 Modified: 04-Oct-2018
OA Star		DC0459AF 04-Oct-2018 28-Feb-2021		Perio	Fiscal Year Fiscal Year d: 04-Oct-201	: 2019
0.12	. 2	20 1 00 2021	Charge Basis	Annual C		Annual Rate
1.	Shell	Rental Rate				
	a. Ge	eneral	3,568	\$187	,841.51	\$52.650000000
3.	Opera	ating Costs ##	(b) (4)			
A.	Marl	ket Rent SubTotal	3,568	\$229	,197.54	\$64.241660417
7.	Secui	rity Services	(1-) (4)			
	c. Bu	ilding Specific Amortized Capital	(b) (4)			
В.	Agen	cy Rent SubTotal	3,568		\$49.52	\$0.013879279
12.	Pro-F	Rata Joint Use Charges				
		ilding Amenities	45		2,868.76	\$63.231807118
C.	Joint	: Use SubTotal		\$2	2,868.76	
D.	Total	Annual Rent (A+B+C)	3,568	\$232	2,115.82	
E.	Adju	stments SubTotal			\$0.00	
F.	Total	Rent Bill(D+E)		\$232	2,115.82	
G.	Total	l Antenna Bill			\$0.00	
H.	Total	Reimbursable Services Bill			\$0.00	
I.	Total	PBS Bill (F+G+H)		\$232	2,115.82	
J.	LUM	IP SUM ITEMS				
##	C	Operating Cost Escalation Applies	Customization Amortization 7 PBS Fee is		nonths)	(b) (4)

Note: ANSI Rentable of 3,568 is 2,540 Assigned Usable Space PLUS 1,028 Common Space. R/U Factor is 1.404743718

OA #: ADC00689 OA Status: Final Version: 52 Loc Code: DC0459AF

Increasing space Page: ADC00689 Final Date Last Modified: 04-Oct-2018 Version: 52 DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE 7056 **FPS** DC0459AF Fiscal Year Update OA Start Date: 04-Oct-2018 Fiscal Year: 2020 Period:01-Oct-2019 to 30-Sep-2020 OA End Date: 28-Feb-2021 **Charge Basis Annual Charge Annual Rate** 1. Shell Rental Rate a. General 3.568 \$187,841.51 \$52.650000000 3. Operating Costs ## **Market Rent SubTotal** Α. 3,568 \$230,066.02 \$64.485085286 В. **Agency Rent SubTotal** 3,568 \$0.00 \$0.000000000 12. Pro-Rata Joint Use Charges a. Building Amenities 45 \$2,929.00 \$64.559675068 C. Joint Use SubTotal \$2,929.00 D. **Total Annual Rent (A+B+C)** 3,568 \$232,995.02 E. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$232,995.02 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 I. **Total PBS Bill (F+G+H)** \$232,995.02 **Customization Tier** 2 ## Operating Cost Escalation Applies Amortization Terms (in months) PBS Fee is

Note: ANSI Rentable of 3,568 is 2,540 Assigned Usable Space PLUS 1,028 Common Space. R/U Factor is 1.404743718

OA #: ADC00689 OA Status: Final Version: 52 Loc Code: DC0459AF

Increasing space Page: ADC00689 Date Last Modified: 04-Oct-2018 Final Version: 52 DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE 7056 **FPS** DC0459AF Fiscal Year Update OA Start Date: 04-Oct-2018 Fiscal Year: 2021 Partial OA End Date: 28-Feb-2021 Period: 01-Oct-2020 to 28-Feb-2021 **Charge Basis Annual Rate Period Charge** 1. Shell Rental Rate a. General 3,568 \$78,267.30 \$52.650000000 3. Operating Costs ## **Market Rent SubTotal** 3,568 Α. \$96,012.92 \$64.587389061 B. **Agency Rent SubTotal** 3,568 \$0.00 \$0.000000000 12. Pro-Rata Joint Use Charges a. Building Amenities 45 \$1,246.05 \$65.915428244 C. Joint Use SubTotal \$1,246.05 D. **Total Annual Rent (A+B+C)** 3,568 \$97,258.97 E. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$97,258.97 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 I. **Total PBS Bill (F+G+H)** \$97,258.97 **Customization Tier** 2 ## Operating Cost Escalation Applies Amortization Terms (in months) PBS Fee is

Note: ANSI Rentable of 3,568 is 2,540 Assigned Usable Space PLUS 1,028 Common Space. R/U Factor is 1.404743718

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between DHS CBP MISSION SUPPORT FACILITIES (7073) And GENERAL SERVICES ADMINISTRATION

ADC07436	Final	Version:	4	Date Last Modified:	19-Sep-2018
DC0516AF				Extension of Term	

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will occupy 0.00 usable (0.00 rentable) square feet of space and 220 structured parking spaces and 0 surface parking spaces at REAGAN BLDG GARAGE (DC0516) located at 1300 PENNSYLVANIA AVE NW, WASHINGTON, DC, for a period of 120 months commencing on or about 10/01/2018.

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. DHS CBP MISSION SUPPORT FACILITIES is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
- 2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems

are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from 7:00 am to 5:00 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

Optional Clauses for All Occupancy Agreements

Continuing Occupancies - Parking Only Assignment

This OA is being extended to reflect the continuing requirement of your current parking assignment. There have been no changes to the number of structured or surface parking spaces or the number of reserved or unreserved parking spaces. The parking rate term has been extended for an additional 10 years 120 months. The rate per space is established from the most recent FAR appraisal per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

National Capital Optional

Final OA

This OA represents the final terms of occupancy.

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts

for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

Purpose of the OA Clause - ADC07436 v.4

The purpose of this DHS CBP Mission Support Facilities OA is to extend the occupancy term for 10 years from October 1, 2018 to September 30, 2028, for 220 parking spaces.

Appraisal Basis Clause - ADC07436 v.4

The rates in this OA are based on the FY19 appraisal and will be effective 10/1/2018 through 9/30/2028, at which time a new OA will be provided reflecting an updated appraisal.

I agree to the initial terms with the understanding modifications will be made over time.

agree to the initial terms with the understanding mounteations will be made over time.						
Approved	Approved					
Agency Representative	GSA Representative					
Title	Title					
Date	Date					

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7073 DHS CBP MISSION SUPPORT FACILITIES

DC0516AF Extension of Term
OA Start Date: 01-Oct-2018 Fiscal Year: 2019
OA End Date: 30-Sep-2028 Period: 01-Oct-2018 to 30-Sep-2019

OA Er	nd Date:	30-Sep-2028		Period:	01-Oct-2018	to	30-Sep-2019
			Charge Basis	Annua	l Charge		Annual Rate
A.	Market	Rent SubTotal	0		\$0.00		
9.	Parking						
	a. Struct	ured (number of spaces)	220	\$	826,229.80		\$3,755.590000000
В.	Agency 1	Rent SubTotal	0	\$3	826,229.80		
C.	Joint Us	e SubTotal			\$0.00		
D.	Total Ar	nnual Rent (A+B+C)	0	\$3	826,229.80		
E.	Adjustm	ents SubTotal			\$0.00		
F.	Total Re	ent Bill(D+E)		\$3	826,229.80		
G.	Total Ar	ntenna Bill			\$0.00		
H.	Total Re	eimbursable Services Bill			\$0.00		
I.	Total PE	BS Bill (F+G+H)		\$3	826,229.80		
J.	LUMP S	SUM ITEMS					

Customization Tier

Amortization Terms (in months)

FY19 Cont. Occ Page: 2 of 10 ADC07436 19-Sep-2018 Final 4 Date Last Modified: Version: DHS CBP MISSION SUPPORT FACILITIES DC0516AF Extension of Term OA Start Date: 01-Oct-2018 Fiscal Year: 2020 OA End Date: 30-Sep-2028 Period: 01-Oct-2019 to 30-Sep-2020 **Charge Basis Annual Charge Annual Rate Market Rent SubTotal** A. 0 \$0.00 9. **Parking** a. Structured (number of spaces) 220 \$826,229.80 \$3,755.590000000 B. **Agency Rent SubTotal** 0 \$826,229.80 Joint Use SubTotal C. \$0.00 D. **Total Annual Rent (A+B+C)** 0 \$826,229.80 E. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$826,229.80 G. **Total Antenna Bill** \$0.00 **Total Reimbursable Services Bill** H. \$0.00 Total PBS Bill (F+G+H) I. \$826,229.80 **Customization Tier** 2 Amortization Terms (in months) 120 PBS Fee is 0%

3 of 10 FY19 Cont. Occ Page: ADC07436 Final Date Last Modified: 19-Sep-2018 Version: 4 DHS CBP MISSION SUPPORT FACILITIES DC0516AF Extension of Term OA Start Date: 01-Oct-2018 2021 Fiscal Year: OA End Date: 30-Sep-2028 Period: 01-Oct-2020 to 30-Sep-2021 **Charge Basis Annual Charge Annual Rate** A. Market Rent SubTotal 0 \$0.00 9. **Parking** a. Structured (number of spaces) 220 \$826,229.80 \$3,755.590000000 В. **Agency Rent SubTotal** 0 \$826,229.80 C. Joint Use SubTotal \$0.00 D. Total Annual Rent (A+B+C) 0 \$826,229.80 Adjustments SubTotal Ε. \$0.00 F. Total Rent Bill(D+E) \$826,229.80 G. **Total Antenna Bill** \$0.00 **Total Reimbursable Services Bill** H. \$0.00 Total PBS Bill (F+G+H) I. \$826,229.80 **Customization Tier** Amortization Terms (in months)

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7073 DHS CBP MISSION SUPPORT FACILITIES

 DC0516AF
 Extension of Term

 OA Start Date:
 01-Oct-2018
 Fiscal Year:
 2022

 OA End Date:
 30-Sep-2028
 Period:
 01-Oct-2021
 to
 30-Sep-2022

OA E	nd Date:	30-Sep-2028		Period:	01-Oct-2021	to	30-Sep-2022
			Charge Basis	Annua	l Charge		Annual Rate
A.	Market	Rent SubTotal	0		\$0.00		
9.	Parking						
	a. Struc	tured (number of spaces)	220	\$	826,229.80		\$3,755.590000000
В.	Agency	Rent SubTotal	0	\$	826,229.80		
C.	Joint Us	se SubTotal			\$0.00		
D.	Total A	nnual Rent (A+B+C)	0	\$	826,229.80		
E.	Adjustn	nents SubTotal			\$0.00		
F.	Total Ro	ent Bill(D+E)		\$	826,229.80		
G.	Total A	ntenna Bill			\$0.00		
H.	Total Ro	eimbursable Services Bill			\$0.00		
I. Total PBS Bill (F+G+H)				\$	826,229.80		

Customization Tier

Amortization Terms (in months)

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7073 DHS CBP MISSION SUPPORT FACILITIES

DC0516AF Extension of Term
OA Start Date: 01-Oct-2018 Fiscal Year: 2023
OA End Date: 30-Sep-2028 Period: 01-Oct-2022 to 30-Sep-202

Onibu	art Date.	01 Oct 2010			i iscui i cui.		2023
OA En	d Date:	30-Sep-2028		Period:	01-Oct-2022	to	30-Sep-2023
			Charge Basis	Annual	Charge		Annual Rate
A.	Market	Rent SubTotal	0		\$0.00		
9.	Parking						
	a. Struct	tured (number of spaces)	220	\$8	326,229.80		\$3,755.590000000
В.	Agency 1	Rent SubTotal	0	\$8	326,229.80		
C.	Joint Us	e SubTotal			\$0.00		
D.	Total Ar	nnual Rent (A+B+C)	0	\$8	326,229.80		
E.	Adjustm	nents SubTotal			\$0.00		
F.	Total Re	ent Bill(D+E)		\$8	326,229.80		
G.	Total Ar	ntenna Bill			\$0.00		
H.	Total Re	eimbursable Services Bill			\$0.00		
I.	Total PE	BS Bill (F+G+H)		\$8	326,229.80		

Customization Tier

Amortization Terms (in months)

FY19 Cont. Occ Page: 6 of 10 ADC07436 19-Sep-2018 Final 4 Date Last Modified: Version: DHS CBP MISSION SUPPORT FACILITIES 7073 DC0516AF Extension of Term OA Start Date: 01-Oct-2018 Fiscal Year: 2024 OA End Date: 30-Sep-2028 Period: 01-Oct-2023 to 30-Sep-2024 **Charge Basis Annual Charge Annual Rate Market Rent SubTotal** A. 0 \$0.00 9. **Parking** a. Structured (number of spaces) 220 \$826,229.80 \$3,755.590000000 B. **Agency Rent SubTotal** 0 \$826,229.80 Joint Use SubTotal C. \$0.00 D. **Total Annual Rent (A+B+C)** 0 \$826,229.80 E. **Adjustments SubTotal** \$0.00 **Total Rent Bill(D+E)** F. \$826,229.80 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00

Customization Tier

Amortization Terms (in months)

\$826,229.80

PBS Fee is

Total PBS Bill (F+G+H)

I.

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7073 DHS CBP MISSION SUPPORT FACILITIES

 DC0516AF
 Extension of Term

 OA Start Date:
 01-Oct-2018
 Fiscal Year:
 2025

 OA End Date:
 30-Sep-2028
 Period:
 01-Oct-2024
 to
 30-Sep-202

nd Date:	30-Sep-2028		Period:	01-Oct-2024	to	30-Sep-2025
		Charge Basis	Annual	Charge		Annual Rate
Market	Rent SubTotal	0		\$0.00		
Parking						
a. Struct	tured (number of spaces)	220	\$8	326,229.80		\$3,755.590000000
Agency	Rent SubTotal	0	\$8	326,229.80		
Joint Us	se SubTotal			\$0.00		
Total A	nnual Rent (A+B+C)	0	\$8	326,229.80		
Adjustn	nents SubTotal			\$0.00		
Total Ro	ent Bill(D+E)		\$8	326,229.80		
Total A	ntenna Bill			\$0.00		
Total Ro	eimbursable Services Bill			\$0.00		
Total PI	BS Bill (F+G+H)		\$8	326,229.80		
	Parking a. Struc Agency Joint Us Total Adjustn Total Ro Total Ad Total Ad	Market Rent SubTotal	Market Rent SubTotal Parking a. Structured (number of spaces) Agency Rent SubTotal Joint Use SubTotal Total Annual Rent (A+B+C) Adjustments SubTotal Total Rent Bill(D+E) Total Antenna Bill Total Reimbursable Services Bill	Market Rent SubTotal Parking a. Structured (number of spaces) Agency Rent SubTotal Joint Use SubTotal Total Annual Rent (A+B+C) Adjustments SubTotal Total Rent Bill(D+E) Total Antenna Bill Total Reimbursable Services Bill	Market Rent SubTotal0\$0.00Parking220\$826,229.80a. Structured (number of spaces)220\$826,229.80Agency Rent SubTotal0\$826,229.80Joint Use SubTotal\$0.00Total Annual Rent (A+B+C)0\$826,229.80Adjustments SubTotal\$0.00Total Rent Bill(D+E)\$826,229.80Total Antenna Bill\$0.00Total Reimbursable Services Bill\$0.00	Market Rent SubTotal0\$0.00Parking220\$826,229.80a. Structured (number of spaces)220\$826,229.80Agency Rent SubTotal0\$826,229.80Joint Use SubTotal\$0.00Total Annual Rent (A+B+C)0\$826,229.80Adjustments SubTotal\$0.00Total Rent Bill(D+E)\$826,229.80Total Antenna Bill\$0.00Total Reimbursable Services Bill\$0.00

Customization Tier

Amortization Terms (in months)

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7073 DHS CBP MISSION SUPPORT FACILITIES

 DC0516AF
 Extension of Term

 OA Start Date:
 01-Oct-2018
 Fiscal Year:
 2026

 OA End Date:
 30-Sep-2028
 Period:
 01-Oct-2025
 to
 30-Sep-2020

OA En	d Date:	30-Sep-2028		Period:	01-Oct-2025	to	30-Sep-2026
			Charge Basis	Annua	l Charge		Annual Rate
A.	Market 1	Rent SubTotal	0		\$0.00		
9.	Parking						
	a. Struct	ured (number of spaces)	220	\$8	826,229.80		\$3,755.590000000
В.	Agency 1	Rent SubTotal	0	\$8	826,229.80		
C.	Joint Us	e SubTotal			\$0.00		
D.	Total Ar	nnual Rent (A+B+C)	0	\$3	826,229.80		
E.	Adjustm	ents SubTotal			\$0.00		
F.	Total Re	ent Bill(D+E)		\$8	826,229.80		
G.	Total Ar	ntenna Bill			\$0.00		
H.	Total Re	eimbursable Services Bill			\$0.00		
I.	Total PB	BS Bill (F+G+H)		\$8	826,229.80		

Customization Tier Amortization Terms (in months)

FY19 Cont. Occ Page: 9 of 10 ADC07436 Final Version: Date Last Modified: 19-Sep-2018 DHS CBP MISSION SUPPORT FACILITIES DC0516AF Extension of Term OA Start Date: 01-Oct-2018 Fiscal Year: 2027 OA End Date: 30-Sep-2028 Period: 01-Oct-2026 to 30-Sep-2027 **Charge Basis Annual Charge Annual Rate Market Rent SubTotal** A. 0 \$0.00 9. **Parking** 220 a. Structured (number of spaces) \$826,229.80 \$3,755.590000000 B. **Agency Rent SubTotal** 0 \$826,229.80 C. Joint Use SubTotal \$0.00 D. **Total Annual Rent (A+B+C)** 0 \$826,229.80 E. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$826,229.80 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 Total PBS Bill (F+G+H) I. \$826,229.80 **Customization Tier** Amortization Terms (in months)

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7073 DHS CBP MISSION SUPPORT FACILITIES

 DC0516AF
 Extension of Term

 OA Start Date:
 01-Oct-2018
 Fiscal Year:
 2028

 OA End Date:
 30-Sep-2028
 Period:
 01-Oct-2027 to
 30-Sep-202

Onibu	art Date.	01 001 2010			i iscai i cai.		2020
OA En	d Date:	30-Sep-2028		Period:	01-Oct-2027	to	30-Sep-2028
			Charge Basis	Annual	l Charge		Annual Rate
A.	Market	Rent SubTotal	0		\$0.00		
9.	Parking						
	a. Struct	tured (number of spaces)	220	\$8	826,229.80		\$3,755.590000000
B.	Agency	Rent SubTotal	0	\$8	826,229.80		
C.	Joint Us	se SubTotal			\$0.00		
D.	Total A	nnual Rent (A+B+C)	0	\$8	826,229.80		
E.	Adjustm	nents SubTotal			\$0.00		
F.	Total Re	ent Bill(D+E)		\$8	826,229.80		
G.	Total A	ntenna Bill			\$0.00		
H.	Total Re	eimbursable Services Bill			\$0.00		
I.	Total PI	BS Bill (F+G+H)		\$8	326,229.80		

Customization Tier

Amortization Terms (in months)

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between PBS - MAINTENANCE AND CUSTODIAL OPERATIONS (4762) And GENERAL SERVICES ADMINISTRATION

ADC07501	Final	Version:	16	Date Last Modified:	04-Oct-2018
DC0459AF				Fiscal Year Update	

PBS - MAINTENANCE AND CUSTODIAL OPERATIONS (Code 4762) will occupy 9,841.08 usable (13,824.19 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 119 months commencing on or about 10/04/2018.

The agency share of Joint Use Spaces is 175.79 rentable square feet.

PBS - MAINTENANCE AND CUSTODIAL OPERATIONS (Code 4762) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

PBS - MAINTENANCE AND CUSTODIAL OPERATIONS (Code 4762) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. PBS - MAINTENANCE AND CUSTODIAL OPERATIONS is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a

"participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund,

the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
- 2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones,

furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the

general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

GSA Mandatory Clauses

Space Utilization for GSA Occupancy

Tenant agency personnel in this space include federal employees and contractors. The utilization rate for this space will be USF/person. For instructions on how to count personnel, please refer to the GSA directive OAS P 7005.1 Internal Space Allocation, Design, and Management Policy

Other Mandatory Clauses

JU Space Details

The agency share of Joint Use Spaces is 175.79 rentable square feet, \$11,115.80 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	12.11	\$765.56
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	163.69	\$10,350.24

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from 7 am to 5 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

National Capital Optional

Final OA

This OA represents the final terms of occupancy.

ZZZ - Portfolio Signature Block

Approved:

NCR Portfolio Representative Title Date

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

Purpose of OA ADC07501 v.11

The purpose of this PBS MACO OA is to extend the occupancy term for 20 years from September 1, 2018 to August 31, 2028, for 9,841.08 usable (13,824.19 rentable) square feet of space.

Appraisal Basis ADC07501 v.11

The rates in this OA are based on the FY18 appraisal and will be effective 9/1/2018 through 8/31/2028, at which time a new OA will be provided reflecting an updated appraisal.

Office Utilization Rate (U/R) - ADC07501 v.11

10 personnel will occupy 9,841.08 USF, yielding an office utilization rate (UR) of 768 SF per person.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title

Date	Date

OA #: ADC07501 OA Status: Final Version: 16 Loc Code: DC0459AF

FY18 Continuing Occupancy Page: ADC07501 Final Date Last Modified: 04-Oct-2018 Version: 16 PBS - MAINTENANCE AND CUSTODIAL OPERATIONS 4762 DC0459AF Fiscal Year Update OA Start Date: 04-Oct-2018 2019 Fiscal Year: OA End Date: 31-Aug-2028 Period: 04-Oct-2018 to 30-Sep-2019 **Charge Basis Annual Charge Annual Rate** 1. Shell Rental Rate a. General 13,824 \$691,624.23 \$50.030000000 3. Operating Costs ## Market Rent SubTotal A. 13,824 \$816,675.12 \$59.075802500 7. **Security Services** c. Building Specific Amortized Capital **Agency Rent SubTotal** B. \$0.013879279 13,824 \$191.87 12. Pro-Rata Joint Use Charges a. Building Amenities 176 \$11,115.80 \$63.231784120 C. Joint Use SubTotal \$11,115.80 D. **Total Annual Rent (A+B+C)** \$827,982.79 13,824 E. **Adjustments SubTotal** \$0.00 **Total Rent Bill(D+E)** F. \$827,982.79 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 I. **Total PBS Bill (F+G+H)** \$827,982.79 J. **LUMP SUM ITEMS Customization Tier** ## **Operating Cost Escalation Applies** Amortization Terms (in months) PBS Fee is

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

OA #: ADC07501 OA Status: Final Version: 16 Loc Code: DC0459AF

FY18 Continuing Occupancy
ADC07501 Final Version: 16 Page: 2 of 10
Version: 16 Date Last Modified: 04-Oct-2018
4762 PBS - MAINTENANCE AND CUSTODIAL OPERATIONS

DC0459AF Fiscal Year Update
OA Start Date: 04-Oct-2018 Fiscal Year: 2020
OA End Date: 31-Aug-2028 Period: 01-Oct-2019 to 30-Sep-202

OA End	Date: 31-Aug-2028		Period: 01-Oct-20	019 to 30-Sep-2020
		Charge Basis	Annual Charge	Annual Rate
1.	Shell Rental Rate			
	a. General	13,824	\$691,624.23	\$50.030000000
3.	Operating Costs ##	(b) (4)		
A.	Market Rent SubTotal	13,824	\$819,301.19	\$59.265764352
В.	Agency Rent SubTotal	13,824	\$0.00	\$0.000000000
12.	Pro-Rata Joint Use Charges			
	a. Building Amenities	176	\$11,349.23	\$64.559651587
C.	Joint Use SubTotal		\$11,349.23	
D.	Total Annual Rent (A+B+C)	13,824	\$830,650.42	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$830,650.42	
G.	Total Antenna Bill		\$0.00	
Н.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$830,650.42	
		Customizatio	on Tier	1
##	Operating Cost Escalation Applies	Amortization	Terms (in months)	(b) (4)
		PBS Fee is		

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

OA #: ADC07501 OA Status: Final Version: 16 Loc Code: DC0459AF

FY18 Continuing Occupancy Page: ADC07501 Final Date Last Modified: 04-Oct-2018 Version: 16 PBS - MAINTENANCE AND CUSTODIAL OPERATIONS 4762 DC0459AF Fiscal Year Update OA Start Date: 04-Oct-2018 2021 Fiscal Year: OA End Date: 31-Aug-2028 Period: 01-Oct-2020 to 30-Sep-2021 **Charge Basis Annual Charge Annual Rate** 1. Shell Rental Rate \$50.030000000 a. General 13,824 \$691,624.23 3. Operating Costs ## A. **Market Rent SubTotal** 13,824 \$821,982.40 \$59.459715404 В. **Agency Rent SubTotal** 13,824 \$0.00 \$0.00000000 12. Pro-Rata Joint Use Charges a. Building Amenities 176 \$11,587.57 \$65.915404270 C. Joint Use SubTotal \$11,587.57 D. **Total Annual Rent (A+B+C)** 13,824 \$833,569.97 Ε. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$833,569.97

> Customization Tier Amortization Terms (in months)

> > PBS Fee is

\$0.00

\$0.00

\$833,569.97

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

G.

H.

I.

##

Total Antenna Bill

Total PBS Bill (F+G+H)

Total Reimbursable Services Bill

Operating Cost Escalation Applies

OA #: ADC07501 OA Status: Final Version: 16 Loc Code: DC0459AF

Page:

ADC07501 Final Date Last Modified: 04-Oct-2018 Version: 16 PBS - MAINTENANCE AND CUSTODIAL OPERATIONS 4762 DC0459AF Fiscal Year Update OA Start Date: 04-Oct-2018 2022 Fiscal Year: OA End Date: 31-Aug-2028 Period: 01-Oct-2021 to 30-Sep-2022 **Charge Basis Annual Charge Annual Rate** 1. Shell Rental Rate 13,824 \$691,624.23 \$50.030000000 a. General 3. Operating Costs ## A. **Market Rent SubTotal** 13,824 \$824,719.92 \$59.657739427 В. **Agency Rent SubTotal** 13,824 \$0.00 \$0.00000000 12. Pro-Rata Joint Use Charges a. Building Amenities 176 \$11,830.90 \$67.299627760 C. Joint Use SubTotal \$11,830.90

D. **Total Annual Rent (A+B+C)** 13,824 \$836,550.83 Ε. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$836,550.83 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 Total PBS Bill (F+G+H) I. \$836,550.83

FY18 Continuing Occupancy

Customization Tier

Operating Cost Escalation Applies Amortization Terms (in months)

PBS Fee is

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

OA #: ADC07501 OA Status: Final Version: 16 Loc Code: DC0459AF

FY18 Continuing Occupancy Page: ADC07501 Final Date Last Modified: 04-Oct-2018 Version: 16 PBS - MAINTENANCE AND CUSTODIAL OPERATIONS 4762 DC0459AF Fiscal Year Update OA Start Date: 04-Oct-2018 2023 Fiscal Year: OA End Date: 31-Aug-2028 Period: 01-Oct-2022 to 30-Sep-2023 **Charge Basis Annual Charge Annual Rate** 1. Shell Rental Rate \$50.030000000 a. General 13,824 \$691,624.23 3. Operating Costs ## A. **Market Rent SubTotal** 13,824 \$827,514.93 \$59.859921955 В. **Agency Rent SubTotal** 13,824 \$0.00000000 \$0.00 12. Pro-Rata Joint Use Charges a. Building Amenities 176 \$12,079.35 \$68.712919943 C. Joint Use SubTotal \$12,079.35 D. **Total Annual Rent (A+B+C)** 13,824 \$839,594.29 Ε. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$839,594.29 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 I. Total PBS Bill (F+G+H) \$839,594.29 **Customization Tier**

Amortization Terms (in months)

PBS Fee is

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

Operating Cost Escalation Applies

##

OA #: ADC07501 OA Status: Final Version: 16 Loc Code: DC0459AF

FY18 Continuing Occupancy Page: ADC07501 Final Date Last Modified: 04-Oct-2018 Version: 16 PBS - MAINTENANCE AND CUSTODIAL OPERATIONS 4762 DC0459AF Fiscal Year Update OA Start Date: 04-Oct-2018 2024 Fiscal Year: OA End Date: 31-Aug-2028 Period: 01-Oct-2023 to 30-Sep-2024 **Charge Basis Annual Charge Annual Rate** 1. Shell Rental Rate \$50.030000000 a. General 13,824 \$691,624.23 3. Operating Costs ## A. **Market Rent SubTotal** 13,824 \$830,368.64 \$60.066350316 В. **Agency Rent SubTotal** 13,824 \$0.00 \$0.00000000 12. Pro-Rata Joint Use Charges a. Building Amenities 176 \$12,333.02 \$70.155891262 C. Joint Use SubTotal \$12,333.02 D. **Total Annual Rent (A+B+C)** 13,824 \$842,701.66 Ε. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$842,701.66 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 Total PBS Bill (F+G+H) I. \$842,701.66 **Customization Tier** ## **Operating Cost Escalation Applies** Amortization Terms (in months)

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

OA #: ADC07501 OA Status: Final Version: 16 Loc Code: DC0459AF

FY18 Continuing Occupancy Page: ADC07501 Final Date Last Modified: 04-Oct-2018 Version: 16 PBS - MAINTENANCE AND CUSTODIAL OPERATIONS 4762 DC0459AF Fiscal Year Update OA Start Date: 04-Oct-2018 2025 Fiscal Year: OA End Date: 31-Aug-2028 Period: 01-Oct-2024 to 30-Sep-2025 **Charge Basis Annual Charge Annual Rate** 1. Shell Rental Rate \$50.030000000 a. General 13,824 \$691,624.23 3. Operating Costs ## A. **Market Rent SubTotal** 13,824 \$833,282.27 \$60.277113673 В. **Agency Rent SubTotal** 13,824 \$0.00000000 \$0.00 12. Pro-Rata Joint Use Charges a. Building Amenities 176 \$12,592.01 \$71.629164978 C. Joint Use SubTotal \$12,592.01 D. **Total Annual Rent (A+B+C)** 13,824 \$845,874.29 Ε. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$845,874.29 G. **Total Antenna Bill** \$0.00

Customization Tier

Amortization Terms (in months)

\$0.00

\$845,874.29

PBS Fee is

H.

I.

##

Total Reimbursable Services Bill

Operating Cost Escalation Applies

Total PBS Bill (F+G+H)

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

OA #: ADC07501 OA Status: Final Version: 16 Loc Code: DC0459AF

ADC07501 Final Date Last Modified: 04-Oct-2018 Version: 16 PBS - MAINTENANCE AND CUSTODIAL OPERATIONS 4762 DC0459AF Fiscal Year Update OA Start Date: 04-Oct-2018 2026 Fiscal Year: OA End Date: 31-Aug-2028 Period: 01-Oct-2025 to 30-Sep-2026 **Charge Basis Annual Charge Annual Rate** 1. Shell Rental Rate \$50.030000000 a. General 13,824 \$691,624.23 3. Operating Costs ## A. **Market Rent SubTotal** 13,824 \$836,257.09 \$60.492303060 В. **Agency Rent SubTotal** 13,824 \$0.00000000 \$0.00 12. Pro-Rata Joint Use Charges a. Building Amenities 176 \$12,856.45 \$73.133377443 C. Joint Use SubTotal \$12,856.45 D. **Total Annual Rent (A+B+C)** 13,824 \$849,113.54 Ε. **Adjustments SubTotal** \$0.00

I. Total PBS Bill (F+G+H) \$849,113.54

Customization Tier

Operating Cost Escalation Applies Amortization Terms (in months)

FY18 Continuing Occupancy

Total Rent Bill(D+E)

Total Reimbursable Services Bill

Total Antenna Bill

F.

G.

H.

\$849,113.54

\$0.00

\$0.00

1

Page:

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

PBS Fee is

OA #: ADC07501 OA Status: Final Version: 16 Loc Code: DC0459AF

FY18 Continuing Occupancy Page: ADC07501 Final Date Last Modified: 04-Oct-2018 Version: 16 PBS - MAINTENANCE AND CUSTODIAL OPERATIONS 4762 DC0459AF Fiscal Year Update OA Start Date: 04-Oct-2018 2027 Fiscal Year: OA End Date: 31-Aug-2028 Period: 01-Oct-2026 to 30-Sep-2027 **Charge Basis Annual Charge Annual Rate** 1. Shell Rental Rate \$50.030000000 a. General 13,824 \$691,624.23 3. Operating Costs ## A. **Market Rent SubTotal** \$839,294.38 \$60.712011424 13,824 В. **Agency Rent SubTotal** 13,824 \$0.00000000 \$0.00 12. Pro-Rata Joint Use Charges a. Building Amenities 176 \$13,126.43 \$74.669178369 C. Joint Use SubTotal \$13,126.43 D. **Total Annual Rent (A+B+C)** 13,824 \$852,420.81 Ε. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$852,420.81 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 Total PBS Bill (F+G+H) I. \$852,420.81 **Customization Tier** 1 ## **Operating Cost Escalation Applies** Amortization Terms (in months)

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

PBS Fee is

OA #: ADC07501 OA Status: Final Version: 16 Loc Code: DC0459AF

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 Final
 Version: 16
 Date Last Modified: 04-Oct-2018

4762 PBS - MAINTENANCE AND CUSTODIAL OPERATIONS

DC0459AF Fiscal Year Update

 OA Start Date:
 04-Oct-2018
 Fiscal Year:
 2028 Partial

 OA End Date:
 31-Aug-2028
 Period: 01-Oct-2027 to 31-Aug-2028

	Ç	Charge Basis	Period Charge	Annual Rate			
1.	Shell Rental Rate						
	a. General	13,824	\$633,988.87	\$50.030000000			
3.	Operating Costs ##	(b) (4)					
A.	Market Rent SubTotal						
В.	Agency Rent SubTotal	13,824	\$0.00	\$0.000000000			
12.	Pro-Rata Joint Use Charges						
	a. Building Amenities	176	\$12,285.25	\$76.237231115			
C.	Joint Use SubTotal		\$12,285.25				
D.	Total Annual Rent (A+B+C)	13,824	\$784,239.64				
E.	Adjustments SubTotal		\$0.00				
F.	Total Rent Bill(D+E)		\$784,239.64				
G.	Total Antenna Bill		\$0.00				
Н.	Total Reimbursable Services Bill		\$0.00				
I.	Total PBS Bill (F+G+H)		\$784,239.64				
##	Operating Cost Escalation Applies		Customization Tier Amortization Terms (in months) PBS Fee is				

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between GSA OUTLEASED SPACE (4787) And GENERAL SERVICES ADMINISTRATION

ADC07502	Final	Version:	1	Date Last Modified:	04-Jun-2018
DC0459AF					

GSA OUTLEASED SPACE (Code 4787) will occupy 1,551.53 usable (2,182.68 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 312 months commencing on or about 05/01/2013.

GSA OUTLEASED SPACE (Code 4787) will pay the General Services Administration rent in accordance with the attached page(s).

GSA OUTLEASED SPACE (Code 4787) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. GSA OUTLEASED SPACE is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
- 2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems

are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

Space Item of Antenna

Placement, installation, operation and removal of telecommunications devices (such as antennas) in common areas (such as rooftops) may be conducted by the customer agency with the approval of the GSA Building Manager. GSA's cost for providing space for telecommunications will be covered through a license fee that may be established by GSA on the basis of:

An appraisal or market analysis prepared by a local real estate professional.

or

A national valuation model.

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from to Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

Ad Hoc Clauses

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

Extene	t Systems, Inc.				Page:	1 of 27
ADC0	7502	Final	Version:	1	Date Last Modified:	04-Jun-2018
4787		GSA OUTLEASED SPACE				
		DC0459AF				
OA Sta	art Date:	01-May-2013			Fiscal Year:	2013 Partial
OA En	d Date:	30-Apr-2039		Period:	01-May-2013 to	30-Sep-2013
			Char	ge Basis	Period Charge	Annual Rate
A.	Market Rent	SubTotal		2,183	\$0.00	\$0.000000000
7.	Security Servi	ices				
	c. Building S	pecific Amortized Capital		(b) (4)		
В.	B. Agency Rent SubTotal			2,183	\$56.95	\$0.062617000
C.	Joint Use Sul	oTotal			\$0.00	
D.	Total Annual	Rent (A+B+C)		2,183	\$56.95	
E.	Adjustments	SubTotal				
F.	Total Rent B	ill(D+E)		\$56.95		
G.	Total Antenn	a Bill			\$0.00	
H.	Total Reimbu	ursable Services Bill			\$0.00	
I.	Total PBS Bi	ll (F+G+H)			\$56.95	
J.	LUMP SUM	ITEMS				
	Customization				_ 2	
	Amortization Terms (in months)				(b) (4	
	PBS Fee is					

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

Extene	t Systems, Inc.	First	Version:	1	Page: Date Last Modified:	2 of 27
4787	7302	Final GSA OUTLEASED SPACE	version:	1	Date Last Modified:	04-Jun-2018
0.4.0.	DC0459AF OA Start Date: 01-May-2013				F' 137	2011
OA Sta		01-May-2013 30-Apr-2039		Period:	Fiscal Year: 01-Oct-2013 to	2014 30-Sep-2014
O/ L	a Bute.	30 TIPI 2035	Chai	rge Basis	Annual Charge	Annual Rate
Α.	Market Rent	SubTotal	Cital	2,183	\$0.00	\$0.000000000
7.	Security Serv			2,103	Ψ0.00	ψο.σσσσσσσσσσσσσσσσσσσσσσσσσσσσσσσσσσσσ
, •	•	pecific Amortized Capital		(b) (4)		
B.				2,183	\$136.67	\$0.062617000
C.	Joint Use SubTotal			_,	\$0.00	7000-0-1000
D.	Total Annua		2,183	\$136.67		
E.	Adjustments	, ,		,	\$0.00	
F.	Total Rent B				\$136.67	
15.	Antennas	` '				
	Antenna				\$13,693.33	
G.	Total Antenr	na Bill			\$13,693.33	
H.	Total Reimb	ursable Services Bill			\$0.00	
I.	Total PBS Bi			\$13,830.01		
	Customization		tion Tier		_ 2	
	Amortization			in months)	(b) (4)	
	PBS Fee is			ŕ		

Extenet Systems, Inc. Page: ADC07502 Version: 1 Date Last Modified: 04-Jun-2018 Final 4787 GSA OUTLEASED SPACE DC0459AF OA Start Date: 01-May-2013 Fiscal Year: 2015 OA End Date: 30-Apr-2039 Period: 01-Oct-2014 to 30-Sep-2015 **Charge Basis Annual Charge Annual Rate Market Rent SubTotal** A. 2,183 \$0.00 \$0.00000000 7. **Security Services** c. Building Specific Amortized Capital B. **Agency Rent SubTotal** 2,183 \$136.67 \$0.062617000 C. Joint Use SubTotal \$0.00 D. **Total Annual Rent (A+B+C)** 2,183 \$136.67 E. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$136.67 15. **Antennas** Antenna \$19,170.67 \$14,241.07 Antenna G. **Total Antenna Bill** \$33,411.73 H. **Total Reimbursable Services Bill** \$0.00 I. Total PBS Bill (F+G+H) \$33,548.41 **Customization Tier** Amortization Terms (in months) PBS Fee is

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

Extene ADC07 4787	t Systems, Inc. 7502	Final GSA OUTLEASED SPACE DC0459AF	Version:	1	Page: Date Last Modified:	4 of 27 04-Jun-2018
OA Sta	OA Start Date: 01-May-2013				Fiscal Year:	2016
OA En	d Date:	30-Apr-2039		Period:	01-Oct-2015 to	30-Sep-2016
			Char	ge Basis	Annual Charge	Annual Rate
Α.	Market Rent	SubTotal		2,183	\$0.00	\$0.000000000
7.	Security Serv	ices		/I- \		
	c. Building S	pecific Amortized Capital		(b) (4)		
В.	Agency Rent		2,183	\$11.39	\$0.005218083	
C.	Joint Use Sul			\$0.00		
D.	Total Annual	l Rent (A+B+C)		2,183	\$11.39	
E.	Adjustments	SubTotal			\$0.00	
F.	Total Rent B	ill(D+E)			\$11.39	
15.	Antennas					
	Antenna				\$19,937.49	
	Antenna				\$14,810.71	
G.	Total Antenn	na Bill			\$34,748.20	
H.	Total Reimb	ursable Services Bill			\$0.00	
I.	Total PBS Bi	ll (F+G+H)			\$34,759.59	
		Customizat	ion Tier		2	
		Amortizatio	on Terms (i	n months)	(b) (4)	
		PBS Fee is	`	,		

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Extenet Systems, Inc. ADC07502 Final 4787 GSA OUTLEAS! DC0459AF		D SPACE	Version:	1	Page: Date Last Modified:	5 of 27 04-Jun-2018	
OA Start		01-May-2013				Fiscal Year:	2017
OA End	Date:	30-Apr-2039			Period:	01-Oct-2016 to	30-Sep-2017
				Charge	Basis	Annual Charge	Annual Rate
A.	Market Rent	t SubTotal			2,183	\$0.0	0 \$0.000000000
В.	Agency Rent	t SubTotal			2,183	\$0.0	0 \$0.000000000
C.	Joint Use Su	bTotal				\$0.0	0
D.	Total Annua	l Rent (A+B+	· C)		2,183	\$0.0	0
E.	Adjustments	SubTotal				\$0.0	0
F.	Total Rent B	Bill(D+E)				\$0.0	0
15.	Antennas						
	Antenna					\$20,734.9	9
	Antenna					\$15,403.1	4
G.	Total Anteni	na Bill				\$36,138.1	3
H.	Total Reimb	ursable Servi	ces Bill			\$0.0	0
I.	Total PBS B	ill (F+G+H)				\$36,138.1	3
	Customization Tie Amortization Terr PBS Fee is				in months)	(b)	(4)

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	Systems, Inc.					Page:		6 of 27
ADC075	502	Final		Version:	1	Date Last Modif	fied:	04-Jun-2018
4787		GSA OUTLEASEI	O SPACE					
		DC0459AF						
OA Start		01-May-2013				Fiscal Year:		2018
OA End	Date:	30-Apr-2039			Period:	01-Oct-2017 t	0	30-Sep-2018
				Charge	Basis	Annual Char	ge A	Annual Rate
A.	Market Rent	t SubTotal			2,183	9	\$0.00	\$0.000000000
В.	Agency Rent	t SubTotal			2,183	\$	\$0.00	\$0.000000000
C.	Joint Use Su	bTotal				\$	\$0.00	
D.	Total Annua	l Rent (A+B+	C)		2,183	\$	\$0.00	
E.	Adjustments	s SubTotal				9	\$0.00	
F.	Total Rent B	Bill(D+E)				\$	\$0.00	
15.	Antennas							
	Antenna					\$36,96	57.53	
G.	Total Anteni	na Bill				\$36,96	57.53	
Н.	Total Reimb	ursable Servi	es Bill			\$	\$0.00	
I.	Total PBS B	ill (F+G+H)				\$36,96	57.53	
		(Customizatio	on Tier			2	
	Amortization Terms (in months			n months))	(b) (4)		
]	PBS Fee is					

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

	Systems, Inc.					Page:		7 of 27
ADC075	502	Final		Version:	1	Date Last Mo	dified:	04-Jun-2018
4787		GSA OUTLEASED S	SPACE					
		DC0459AF						
OA Start		01-May-2013				Fiscal Year:		2019
OA End	Date:	30-Apr-2039			Period:	01-Oct-2018	to	30-Sep-2019
				Charge	Basis	Annual Cha	arge	Annual Rate
A.	Market Rent	t SubTotal			2,183		\$0.00	\$0.000000000
В.	Agency Rent	SubTotal			2,183		\$0.00	\$0.000000000
C.	Joint Use Su	bTotal					\$0.00	
D.	Total Annua	l Rent (A+B+C))		2,183		\$0.00	
E.	Adjustments	SubTotal					\$0.00	
F.	Total Rent B	Bill(D+E)					\$0.00	
15.	Antennas							
	Antenna					\$36,9	967.53	
G.	Total Anteni	na Bill				\$36,9	967.53	
Н.	Total Reimb	ursable Service	s Bill				\$0.00	
I.	Total PBS B	ill (F+G+H)				\$36,9	967.53	
		Cı	Customization Tier				2	_
		A	Amortization Terms (in months))	(b) (4)	
		PI	PBS Fee is					

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

	Systems, Inc.					Page:	11.01	8 of 27
ADC075 4787	02	Final GSA OUTLEASED	SDACE	Version:	1	Date Last Mo	dified:	04-Jun-2018
4/0/		DC0459AF) SI ACE					
OA Start	Date:	01-May-2013				Fiscal Year:		2020
OA End	Date:	30-Apr-2039			Period:	01-Oct-2019	to	30-Sep-2020
				Charge	Basis	Annual Cha	arge	Annual Rate
A.	Market Rent	t SubTotal			2,183		\$0.00	\$0.000000000
В.	Agency Rent	t SubTotal			2,183		\$0.00	\$0.000000000
C.	Joint Use Su	bTotal					\$0.00	
D.	Total Annua	l Rent (A+B+C	C)		2,183		\$0.00	
E.	Adjustments	SubTotal					\$0.00	
F.	Total Rent B	ill(D+E)					\$0.00	
15.	Antennas							
	Antenna					\$36,9	967.53	
G.	Total Anteni	na Bill				\$36,9	967.53	
Н.	Total Reimb	ursable Servic	es Bill				\$0.00	
I.	Total PBS B	ill (F+G+H)				\$36,9	967.53	
	Customization Tier						2	
	Amortization Terms (in months				n months)	(b) (4	4)
		I	PBS Fee is					

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	Extenet Systems, Inc. ADC07502 Final		Va	ersion:	1	Page: Date Last Mo	dified	9 of 27 04-Jun-2018
4787	002	GSA OUTLEASED S		asion.	1	Date Last Mo	umeu.	04-Juli-2016
		DC0459AF						
OA Start		01-May-2013				Fiscal Year:		2021
OA End	Date:	30-Apr-2039			Period:	01-Oct-2020	to	30-Sep-2021
				Charge I	Basis	Annual Cha	arge	Annual Rate
A.	Market Rent	SubTotal			2,183		\$0.00	\$0.000000000
В.	Agency Rent	SubTotal			2,183		\$0.00	\$0.000000000
C.	Joint Use Su	bTotal					\$0.00	
D.	Total Annua	l Rent (A+B+C)			2,183		\$0.00	
E.	Adjustments	SubTotal					\$0.00	
F.	Total Rent B	ill(D+E)					\$0.00	
15.	Antennas							
	Antenna					\$36,9	967.53	
G.	Total Anteni	ıa Bill				\$36,9	967.53	
Н.	Total Reimb	ursable Services	Bill				\$0.00	
I.	Total PBS B	ill (F+G+H)				\$36,9	967.53	
		Cu	stomization	Tier			2	
	Amortization Terms (in mont				months))	(b) (4)	
		PB	S Fee is					

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

	Systems, Inc.					Page:		10 of 27
ADC07	502	Final		Version:	1	Date Last Mo	dified:	04-Jun-2018
4787		GSA OUTLEASEI	O SPACE					
0.4.0	. D	DC0459AF				E' 137		2022
OA Star		01-May-2013			Period:	Fiscal Year: 01-Oct-2021	4-	2022
OA End	Date:	30-Apr-2039		CI.			to	30-Sep-2022
				Charge	Basis	Annual Ch	arge	Annual Rate
Α.	Market Ren	ıt SubTotal			2,183		\$0.00	\$0.000000000
В.	Agency Ren	t SubTotal			2,183		\$0.00	\$0.000000000
C.	Joint Use Su	ubTotal					\$0.00	
D.	Total Annua	al Rent (A+B+	C)		2,183		\$0.00	
E.	Adjustment	s SubTotal					\$0.00	
F.	Total Rent l	Bill(D+E)					\$0.00	
15.	Antennas							
	Antenna					\$36,	967.53	
G.	Total Anten	ına Bill				\$36,	967.53	
Н.	Total Reimb	bursable Servic	es Bill				\$0.00	
I.	Total PBS B	Bill (F+G+H)				\$36,	967.53	
		(Customizati	on Tier			_ 2	
	Amortization Terms (in months))	(b) (4	4)	
				,				
		-	PBS Fee is					

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

	Systems, Inc.					Page:		11 of 27
ADC075	02	Final		Version:	1	Date Last Mo	dified:	04-Jun-2018
4787		GSA OUTLEASED	SPACE					
		DC0459AF						
OA Start	Date:	01-May-2013				Fiscal Year:		2023
OA End	Date:	30-Apr-2039			Period:	01-Oct-2022	to	30-Sep-2023
				Charge	Basis	Annual Cha	arge	Annual Rate
A.	Market Rent	t SubTotal			2,183		\$0.00	\$0.000000000
В.	Agency Rent	SubTotal			2,183		\$0.00	\$0.000000000
C.	Joint Use Su	bTotal					\$0.00	
D.	Total Annua	l Rent (A+B+C	C)		2,183		\$0.00	
E.	Adjustments	SubTotal					\$0.00	
F.	Total Rent B	Bill(D+E)					\$0.00	
15.	Antennas							
	Antenna					\$36,9	967.53	
G.	Total Anteni	na Bill				\$36,9	967.53	
Н.	Total Reimb	ursable Servic	es Bill				\$0.00	
I.	Total PBS B	ill (F+G+H)				\$36,9	967.53	
		(Customizatio	on Tier			2	
		A	Amortization	n Terms (i	n months))	(b) (4)	
	PBS Fee is							

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

	Systems, Inc.					Page:		12 of 27
ADC075	02	Final		Version:	1	Date Last Mo	dified:	04-Jun-2018
4787		GSA OUTLEASED	SPACE					
		DC0459AF						
OA Start		01-May-2013				Fiscal Year:		2024
OA End	Date:	30-Apr-2039			Period:	01-Oct-2023	to	30-Sep-2024
				Charge	Basis	Annual Cha	arge	Annual Rate
A.	Market Rent	t SubTotal			2,183		\$0.00	\$0.000000000
В.	Agency Rent	SubTotal			2,183		\$0.00	\$0.000000000
C.	Joint Use Su	bTotal					\$0.00	
D.	Total Annua	l Rent (A+B+C	()		2,183		\$0.00	
E.	Adjustments	SubTotal					\$0.00	
F.	Total Rent B	Bill(D+E)					\$0.00	
15.	Antennas							
	Antenna					\$36,9	967.53	
G.	Total Anteni	na Bill				\$36,9	967.53	
Н.	Total Reimb	ursable Service	es Bill				\$0.00	
I.	Total PBS B	ill (F+G+H)				\$36,9	967.53	
		C	ustomizatio	n Tier			2	<u></u>
		A	mortization	Terms (in	months))	(b) (4)	
		P	BS Fee is					

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

Extenet	Extenet Systems, Inc.				Page:	13 of 27
ADC07	502	Final	Version:	1	Date Last Modified:	04-Jun-2018
4787		GSA OUTLEASED SPACE				
0.4.0		DC0459AF			T. 177	2025
OA Star		01-May-2013		D : 1	Fiscal Year:	2025
OA End	Date:	30-Apr-2039		Period:	01-Oct-2024 to	30-Sep-2025
			Charge	e Basis	Annual Charge	Annual Rate
A.	Market Ren	t SubTotal		2,183	\$0.00	\$0.000000000
В.	Agency Ren	t SubTotal		2,183	\$0.00	\$0.000000000
C.	Joint Use Su	ıbTotal			\$0.00	
D.	Total Annua	al Rent (A+B+C)		2,183	\$0.00	
E.	Adjustment	s SubTotal			\$0.00	
F.	Total Rent I	Bill(D+E)			\$0.00	
15.	Antennas					
	Antenna				\$36,967.53	
G.	Total Anten	na Bill			\$36,967.53	
H.	Total Reimb	oursable Services Bill			\$0.00	
I.	Total PBS B	Sill (F+G+H)			\$36,967.53	
		Custom	nization Tier		2	
		Amorti	zation Terms (in months	(b) (4)
		PBS Fe	ee is			
		12510				

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	Systems, Inc.					Page:		14 of 27
ADC075	02	Final		Version:	1	Date Last Mo	dified:	04-Jun-2018
4787		GSA OUTLEASED	SPACE					
0 + 0	ъ.	DC0459AF				T' 137		2026
OA Start		01-May-2013			D : 1	Fiscal Year:		2026
OA End	Date:	30-Apr-2039			Period:	01-Oct-2025		30-Sep-2026
				Charge	Basis	Annual Cha	arge	Annual Rate
A.	Market Rent	t SubTotal			2,183		\$0.00	\$0.000000000
В.	Agency Rent	SubTotal			2,183		\$0.00	\$0.000000000
C.	Joint Use Su	bTotal					\$0.00	
D.	Total Annua	l Rent (A+B+C	()		2,183		\$0.00	
E.	Adjustments	SubTotal					\$0.00	
F.	Total Rent B	Sill(D+E)					\$0.00	
15.	Antennas							
	Antenna					\$36,9	967.53	
G.	Total Anteni	na Bill				\$36,9	967.53	
H.	Total Reimb	ursable Service	es Bill				\$0.00	
I.	Total PBS B	ill (F+G+H)				\$36,9	967.53	
		C	ustomizatio	on Tier			2	
		A	mortization	n Terms (ii	n months))	(b) (4	4)
		P	BS Fee is					

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	Systems, Inc.					Page:		15 of 27
ADC075	502	Final		Version:	1	Date Last Modi	ified:	04-Jun-2018
4787		GSA OUTLEASEI	O SPACE					
		DC0459AF						
OA Start		01-May-2013				Fiscal Year:		2027
OA End	Date:	30-Apr-2039			Period:	01-Oct-2026	to	30-Sep-2027
				Charge	Basis	Annual Cha	rge	Annual Rate
A.	Market Rent	t SubTotal			2,183	:	\$0.00	\$0.000000000
В.	Agency Rent	t SubTotal			2,183	:	\$0.00	\$0.000000000
C.	Joint Use Su	bTotal				:	\$0.00	
D.	Total Annua	l Rent (A+B+	C)		2,183	:	\$0.00	
E.	Adjustments	SubTotal				:	\$0.00	
F.	Total Rent B	Bill(D+E)				:	\$0.00	
15.	Antennas							
	Antenna					\$36,9	67.53	
G.	Total Anteni	na Bill				\$36,9	67.53	
Н.	Total Reimb	ursable Servic	es Bill			:	\$0.00	
I.	Total PBS B	ill (F+G+H)				\$36,9	67.53	
		(Customizatio	on Tier			2	
		1	Amortization	n Terms (ii	n months))	(b) (4)	
]	PBS Fee is					

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	Systems, Inc.	*** ·				Page:	1101 1	16 of 27
ADC075 4787	502	Final GSA OUTLEASE	D SDACE	Version:	1	Date Last Mo	dified:	04-Jun-2018
4767		DC0459AF	DSIACE					
OA Start	t Date:	01-May-2013				Fiscal Year:		2028
OA End	OA End Date: 30-Apr-2039				Period:	01-Oct-2027	to	30-Sep-2028
				Charge	Basis	Annual Cha	arge	Annual Rate
A.	Market Rent	t SubTotal			2,183		\$0.00	\$0.000000000
В.	Agency Rent	t SubTotal			2,183		\$0.00	\$0.000000000
C.	Joint Use Su	bTotal					\$0.00	
D.	Total Annua	l Rent (A+B+	C)		2,183		\$0.00	
E.	Adjustments	s SubTotal					\$0.00	
F.	Total Rent B	Bill(D+E)					\$0.00	
15.	Antennas							
	Antenna					\$36,9	967.53	
G.	Total Anteni	na Bill				\$36,9	967.53	
H.	Total Reimb	ursable Servi	ces Bill				\$0.00	
I.	Total PBS B	ill (F+G+H)				\$36,	967.53	
			Customization	on Tier			2	
			Amortization	n Terms (i	n months)	(b)	
			PBS Fee is	`	ŕ		(4)	
Н.	Total Reimb	oursable Servio ill (F+G+H)	Customization Amortization		n months)	\$36,9	\$0.00 967.53	

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

	Systems, Inc.					Page:		17 of 27
ADC075 4787	002	Final GSA OUTLEASE	D SDACE	Version:	1	Date Last Mo	dified:	04-Jun-2018
4/0/		DC0459AF	D SI ACE					
OA Start	Date:	01-May-2013				Fiscal Year:		2029
OA End	OA End Date: 30-Apr-2039				Period:	01-Oct-2028	to	30-Sep-2029
				Charge	Basis	Annual Cha	arge	Annual Rate
A.	Market Rent	t SubTotal			2,183		\$0.00	\$0.000000000
В.	Agency Rent	t SubTotal			2,183		\$0.00	\$0.000000000
C.	Joint Use Su	bTotal					\$0.00	
D.	Total Annua	l Rent (A+B+	C)		2,183		\$0.00	
E.	Adjustments	SubTotal					\$0.00	
F.	Total Rent B	Bill(D+E)					\$0.00	
15.	Antennas							
	Antenna					\$36,9	967.53	
G.	Total Anteni	na Bill				\$36,9	967.53	
H.	Total Reimb	ursable Servi	ces Bill				\$0.00	
I.	Total PBS B	ill (F+G+H)				\$36,	967.53	
			Customization	on Tier			2	
			Amortization	n Terms (i	n months))	(b) (4)	
			PBS Fee is	`	ĺ			

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

	Systems, Inc.					Page:		18 of 27
ADC075 4787	502	Final GSA OUTLEASE	D CDACE	Version:	1	Date Last Mo	dified:	04-Jun-2018
4/8/		DC0459AF	D SPACE					
OA Start	Date:	01-May-2013				Fiscal Year:		2030
OA End	OA End Date: 30-Apr-2039				Period:	01-Oct-2029	to	30-Sep-2030
		•		Charge	Basis	Annual Cha	arge	Annual Rate
A.	Market Rent	t SubTotal			2,183		\$0.00	\$0.000000000
В.	Agency Rent	t SubTotal			2,183		\$0.00	\$0.000000000
C.	Joint Use Su	bTotal					\$0.00	
D.	Total Annua	l Rent (A+B+	C)		2,183		\$0.00	
E.	Adjustments	SubTotal					\$0.00	
F.	Total Rent B	Bill(D+E)					\$0.00	
15.	Antennas							
	Antenna					\$36,9	967.53	
G.	Total Anteni	na Bill				\$36,9	967.53	
H.	Total Reimb	ursable Servi	ces Bill				\$0.00	
I.	Total PBS B	ill (F+G+H)				\$36,	967.53	
			Customizatio	on Tier			2	
			Amortizatio	n Terms (i	n months)	(b) (4)	
			PBS Fee is					

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

	Systems, Inc.					Page:		19 of 27
ADC075	502	Final		Version:	1	Date Last Mo	dified:	04-Jun-2018
4787		GSA OUTLEASED	SPACE					
		DC0459AF						
OA Start	Date:	01-May-2013				Fiscal Year:		2031
OA End	Date:	30-Apr-2039			Period:	01-Oct-2030	to	30-Sep-2031
				Charge	Basis	Annual Cha	arge	Annual Rate
A.	Market Rent	t SubTotal			2,183		\$0.00	\$0.000000000
В.	Agency Rent	t SubTotal			2,183		\$0.00	\$0.000000000
C.	Joint Use Su	bTotal					\$0.00	
D.	Total Annua	l Rent (A+B+C	C)		2,183		\$0.00	
E.	Adjustments	SubTotal					\$0.00	
F.	Total Rent B	Bill(D+E)					\$0.00	
15.	Antennas							
	Antenna					\$36,9	967.53	
G.	Total Anteni	na Bill				\$36,9	967.53	
Н.	Total Reimb	ursable Service	es Bill				\$0.00	
I.	Total PBS B	ill (F+G+H)				\$36,9	967.53	
		C	Customizatio	on Tier			2	
		A	mortization	n Terms (i	n months))	(b) (4	
		P	BS Fee is					

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

Extenet S	Systems, Inc.				Page:	20 of 27
ADC075	02	Final	Version:	1	Date Last Modified:	04-Jun-2018
4787		GSA OUTLEASED SP.	ACE			
		DC0459AF				
OA Start	Date:	01-May-2013			Fiscal Year:	2032
OA End	Date:	30-Apr-2039		Period:	01-Oct-2031 to	30-Sep-2032
			Charg	e Basis	Annual Charge	Annual Rate
A.	Market Rent	t SubTotal		2,183	\$0.00	\$0.000000000
В.	Agency Rent	SubTotal		2,183	\$0.00	\$0.000000000
C.	Joint Use Su	bTotal			\$0.00	
D.	Total Annua	l Rent (A+B+C)		2,183	\$0.00	
E.	Adjustments	SubTotal			\$0.00	
F.	Total Rent B	Bill(D+E)			\$0.00	
15.	Antennas					
	Antenna				\$36,967.53	
G.	Total Anteni	na Bill			\$36,967.53	
H.	Total Reimb	ursable Services	Bill		\$0.00	
I.	Total PBS B	ill (F+G+H)			\$36,967.53	
		Cus	tomization Tier		2	
		Am	ortization Terms ((in months)	(b) (4	4)
	PBS Fee is					

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

Extenet S	Systems, Inc.	Final		Version:	1	Page: Date Last Mod	lified:	21 of 27 04-Jun-2018
4787	02	GSA OUTLEASE	D SPACE	v cision.	1	Date Last Wice	iiiica.	04-Juli-2016
		DC0459AF						
OA Start OA End		01-May-2013			D 1.	Fiscal Year: 01-Oct-2032	4-	2033
OA End	Date:	30-Apr-2039		CI.	Period:			30-Sep-2033
				Charge	Basis	Annual Cha	ırge	Annual Rate
Α.	Market Rent	t SubTotal			2,183		\$0.00	\$0.000000000
В.	Agency Rent	SubTotal			2,183		\$0.00	\$0.000000000
C.	Joint Use Su	bTotal					\$0.00	
D.	Total Annua	l Rent (A+B+	C)		2,183		\$0.00	
E.	Adjustments	SubTotal					\$0.00	
F.	Total Rent B	ill(D+E)					\$0.00	
15.	Antennas							
	Antenna					\$36,9	967.53	
G.	Total Antenn	na Bill				\$36,9	967.53	
Н.	Total Reimb	ursable Servi	ces Bill				\$0.00	
I.	Total PBS B	ill (F+G+H)				\$36,9	967.53	
			Customizati	on Tier			2	
			Amortization	n Terms (i	n months))	(b) (4)	
			PBS Fee is					

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

Extenet S	Systems, Inc.				Page:		22 of 27
ADC075	02	Final	Version	n: 1	Date Last Mo	dified:	04-Jun-2018
4787		GSA OUTLEASED SP	PACE				
		DC0459AF					
OA Start		01-May-2013			Fiscal Year:		2034
OA End	Date:	30-Apr-2039		Period:	01-Oct-2033	to	30-Sep-2034
			Cha	rge Basis	Annual Cha	arge	Annual Rate
A.	Market Rent	SubTotal		2,183		\$0.00	\$0.000000000
B.	Agency Rent	SubTotal		2,183		\$0.00	\$0.000000000
C.	Joint Use Su	bTotal				\$0.00	
D.	Total Annua	l Rent (A+B+C)		2,183		\$0.00	
E.	Adjustments	SubTotal				\$0.00	
F.	Total Rent B	ill(D+E)				\$0.00	
15.	Antennas						
	Antenna				\$36,9	967.53	
G.	Total Antenn	ıa Bill			\$36,9	967.53	
H.	Total Reimb	ursable Services	Bill			\$0.00	
I.	Total PBS Bi	ill (F+G+H)			\$36,9	967.53	
		Cus	stomization Tie	r		2	
		Am	ortization Tern	ns (in months)	(b) (4	
		S Fee is					

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

Extenet Systems, Inc.						Page:		23 of 27
ADC075	502	Final		Version:	1	Date Last Mo	dified:	04-Jun-2018
4787 GSA OUTLEAS!			D SPACE					
		DC0459AF						
OA Start		01-May-2013				Fiscal Year:		2035
OA End Date: 30-Apr-2039				Period:	01-Oct-2034	to	30-Sep-2035	
				Charge	Basis	Annual Cha	arge	Annual Rate
A.	Market Rent	t SubTotal			2,183		\$0.00	\$0.000000000
В.	Agency Rent	t SubTotal			2,183		\$0.00	\$0.000000000
C.	Joint Use Su	bTotal					\$0.00	
D.	Total Annua	l Rent (A+B+	C)		2,183		\$0.00	
E.	Adjustments	SubTotal					\$0.00	
F.	Total Rent B	Bill(D+E)					\$0.00	
15.	Antennas							
	Antenna					\$36,9	967.53	
G.	Total Anteni	na Bill				\$36,9	967.53	
Н.	. Total Reimbursable Services Bill						\$0.00	
I.	Total PBS B	ill (F+G+H)				\$36,9	967.53	
		(Customization Tier				2	
	Amortization Terms (in months))	(b)	
	PBS Fee is					,	(4)	

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

Extenet Systems, Inc.				**		Page:	1:0: 1	24 of 27
ADC07502 Final 4787 GSA OUTLEASE		D SPACE	Version:	1	Date Last Mo	dified:	04-Jun-2018	
4707		DC0459AF	DUTTEL					
OA Start	Date:	01-May-2013				Fiscal Year:		2036
OA End	Date:	30-Apr-2039			Period:	01-Oct-2035	to	30-Sep-2036
				Charge	Basis	Annual Cha	arge	Annual Rate
A.	Market Rent	t SubTotal			2,183		\$0.00	\$0.000000000
В.	Agency Rent SubTotal				2,183		\$0.00	\$0.000000000
C.	Joint Use Su	bTotal					\$0.00	
D.	Total Annua	l Rent (A+B+	C)		2,183		\$0.00	
E.	Adjustments	SubTotal					\$0.00	
F.	Total Rent B	Bill(D+E)					\$0.00	
15.	Antennas							
	Antenna					\$36,9	967.53	
G.	Total Anteni	na Bill				\$36,9	967.53	
H.	Total Reimbursable Services Bill						\$0.00	
I.	Total PBS B	ill (F+G+H)				\$36,9	967.53	
	Customization Tier				2			
	Amortization Terms (in months))	(b) (4	!)
			PBS Fee is					

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

	Systems, Inc.				Page:	25 of 27
ADC07502 Final		Version:	1	Date Last Modified:	04-Jun-2018	
4787		GSA OUTLEASED SI	PACE			
		DC0459AF				
OA Start		01-May-2013			Fiscal Year:	2037
OA End	Date:	30-Apr-2039		Period:	01-Oct-2036 to	30-Sep-2037
			Char	ge Basis	Annual Charge	Annual Rate
A.	Market Rent	SubTotal		2,183	\$0.0	00 \$0.000000000
B.	Agency Rent	SubTotal		2,183	\$0.0	00 \$0.000000000
C.	Joint Use Su	bTotal			\$0.0	00
D.	Total Annua	l Rent (A+B+C)		2,183	\$0.0	00
E.	Adjustments	SubTotal			\$0.0	00
F.	Total Rent B	ill(D+E)			\$0.0	00
15.	Antennas					
	Antenna				\$36,967.5	53
G.	Total Antenn	ıa Bill			\$36,967.5	53
H.	Total Reimb	ursable Services	Bill		\$0.0	00
I.	Total PBS Bi	ill (F+G+H)			\$36,967.5	53
		Cu	Customization Tier			2
		Amortization Terms (in months)				0) (4)
	PBS Fee is					

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

Extenet S	Systems, Inc.				Page:	26 of 27
ADC075	ADC07502 Final		Version:	1	Date Last Modified:	04-Jun-2018
4787		GSA OUTLEASED SPAC	E			
		DC0459AF				
OA Start	Date:	01-May-2013			Fiscal Year:	2038
OA End	Date:	30-Apr-2039		Period:	01-Oct-2037 to	30-Sep-2038
			Charge	Basis	Annual Charge	Annual Rate
A.	Market Rent	t SubTotal		2,183	\$0.00	\$0.000000000
В.	Agency Rent	SubTotal		2,183	\$0.00	\$0.000000000
C.	Joint Use Su	bTotal			\$0.00	
D.	Total Annua	l Rent (A+B+C)		2,183	\$0.00	
E.	Adjustments	SubTotal			\$0.00	
F.	Total Rent B	Sill(D+E)			\$0.00	
15.	Antennas					
	Antenna				\$36,967.53	
G.	Total Antenn	na Bill			\$36,967.53	
Н.	Total Reimbursable Services Bill				\$0.00	
I.	Total PBS B	ill (F+G+H)			\$36,967.53	
		Custon	mization Tier		2	4
		Amortization Terms (in months)				4)
	PBS Fee is					

OA #: ADC07502 OA Status: Final Version: 1 Loc Code: DC0459AF

	Systems, Inc.					Page:		27 of 27
ADC075	02	Final		Version:	1	Date Last Mo	dified:	04-Jun-2018
4787		GSA OUTLEASED	SPACE					
		DC0459AF						
OA Start		01-May-2013				Fiscal Year:		2039 Partial
OA End	Date:	30-Apr-2039			Period:	01-Oct-2038	to	30-Apr-2039
				Charge	Basis	Period Cha	arge	Annual Rate
A.	Market Ren	t SubTotal			2,183		\$0.00	\$0.000000000
В.	Agency Ren	t SubTotal			2,183		\$0.00	\$0.000000000
C.	Joint Use Su	ıbTotal					\$0.00	
D.	Total Annua	al Rent (A+B+C	C)		2,183		\$0.00	
E.	Adjustments	s SubTotal					\$0.00	
F.	Total Rent H	Bill(D+E)					\$0.00	
15.	Antennas							
	Antenna					\$21,5	564.39	
G.	Total Anten	na Bill				\$21,5	564.39	
H.	Total Reimb	oursable Servic	es Bill				\$0.00	
I.	Total PBS B	Sill (F+G+H)				\$21,5	564.39	
		C	Customizatio	on Tier			_ 2	_
		A	Amortization	n Terms (in	months)		(b) (4	
		P	BS Fee is	•				

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between DHS CBP MISSION SUPPORT FACILITIES (7073) And GENERAL SERVICES ADMINISTRATION

ADC07503	Final	Version:	19	Date Last Modified:	30-Sep-2018
DC0515AF				Fiscal Year Update	

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will occupy 618.03 usable (868.17 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG TRADE CT (DC0515) located at 1300 PENNSYLVANIA AVE NW, WASHINGTON, DC, for a period of 120 months commencing on or about 09/30/2018.

The agency share of Joint Use Spaces is 11.04 rentable square feet.

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. DHS CBP MISSION SUPPORT FACILITIES is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
- 2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems

are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

JU Space Details

The agency share of Joint Use Spaces is 11.04 rentable square feet, \$698.08 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	0.76	\$48.08
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	10.28	\$650.01

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from 7 am to 5 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

National Capital Optional

Final OA

This OA represents the final terms of occupancy.

ZZZ - Portfolio Signature Block

Approved:

NCR Portfolio Representative Title Date

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

Purpose of the OA - ADC07503 v.14

The purpose of this DHS CBP Mission Support Facility OA is to extend the occupancy term for 10 years from September 20, 2018 to September 19, 2028, for 618.03 usable (868.17 rentable) square feet of space.

Appraisal Basis Clause - ADC07503 v.14

The rates in this OA are based on the FY19 appraisal and will be effective 9/20/2018 through 9/19/2028, at which time a new OA will be provided reflecting an updated appraisal.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

OA #: ADC07503 OA Status: Final Version: 19 Loc Code: DC0515AF

FY19 C ADC07: 7073	ontinuing Occupancy 503	Final DHS CBP MISSION SUPPORT FA	ACILITIES	Version:	19	Page: Date Last Mod		1 of 10 30-Sep-2018
OA Star OA End		DC0515AF 30-Sep-2018 19-Sep-2028			Period:	Fiscal Year U Fiscal Year: 30-Sep-2018	pdate to	2019 30-Sep-2019
			Charge Ba	sis	Annual	Charge	Anı	nual Rate
1.	Shell Rental Ra	te						
	a. General			868	\$	343,434.55	\$50	0.030000000
3.	Operating Costs	s ##	(b) (4)				
A.	Market Rent S	ubTotal		868	\$	51,274.12	\$59	9.060000000
В.	Agency Rent S	ubTotal		868		\$0.00	\$0	0.000000000
12.	Pro-Rata Joint U	Use Charges						
	a. Building Am	nenities		11		\$698.08	\$6.	3.231443042
C.	Joint Use SubT	Total				\$698.08		
D.	Total Annual I	Rent (A+B+C)		868	\$	51,972.20		
E.	Adjustments S	ubTotal				\$0.00		
F.	Total Rent Bill	$(\mathbf{D}+\mathbf{E})$			\$	51,972.20		
G.	Total Antenna	Bill				\$0.00		
Н.	Total Reimbur	sable Services Bill				\$0.00		
I.	Total PBS Bill	(F + G + H)			\$	51,972.20		
J.	LUMP SUM I	ΓEMS						
##	Operating Co	ost Escalation Applies	Custom Amortis PBS Fe	zation [n months)		2 (b) (4)

OA #: ADC07503 OA Status: Final Version: 19 Loc Code: DC0515AF

FY19 Continuing Occupancy Page: ADC07503 30-Sep-2018 19 Final Date Last Modified: Version: DHS CBP MISSION SUPPORT FACILITIES DC0515AF Fiscal Year Update OA Start Date: 30-Sep-2018 Fiscal Year: 2020 OA End Date: 19-Sep-2028 Period: 01-Oct-2019 to 30-Sep-2020 **Charge Basis Annual Charge Annual Rate** 1. Shell Rental Rate \$50.030000000 a. General 868 \$43,434.55 3. Operating Costs ## A. **Market Rent SubTotal** \$51,438.75 \$59.249630000 868 В. **Agency Rent SubTotal** 868 \$0.00 \$0.00000000 12. Pro-Rata Joint Use Charges a. Building Amenities 11 \$712.74 \$64.559303345 C. \$712.74 Joint Use SubTotal D. **Total Annual Rent (A+B+C)** 868 \$52,151.49 Ε. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$52,151.49 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 Total PBS Bill (F+G+H) I. \$52,151.49 **Customization Tier** ## **Operating Cost Escalation Applies** Amortization Terms (in months) PBS Fee is

OA #: ADC07503 OA Status: Final Version: 19 Loc Code: DC0515AF

ADC075 7073		Final DHS CBP MISSION SUPPORT F DC0515AF		Version:	19	Page: Date Last Mod Fiscal Year U		3 of 10 30-Sep-2018
OA Star		30-Sep-2018 19-Sep-2028			Period:	Fiscal Year: 01-Oct-2020	to	2021 30-Sep-2021
OA Ellu	Date.	•	Charge Bas	is .		Charge		nual Rate
1.	Shell Rental Rat		6			6.		
	a. General			868	\$	43,434.55	\$50	0.030000000
3.	Operating Costs	s ##	(b)	(4)				
A.	Market Rent S	ubTotal		868	\$	51,606.84	\$59	9.443242230
В.	Agency Rent S	ubTotal		868		\$0.00	\$0	0.000000000
12.	Pro-Rata Joint U	Jse Charges						
	a. Building Am	enities		11		\$727.71	\$63	5.915048716
C.	Joint Use SubT	Cotal				\$727.71		
D.	Total Annual F	Rent (A+B+C)		868	\$	52,334.55		
E.	Adjustments S	ubTotal				\$0.00		
F.	Total Rent Bill	(D + E)			\$	52,334.55		
G.	Total Antenna	Bill				\$0.00		
H.	Total Reimbur	sable Services Bill				\$0.00		
I.	Total PBS Bill	(F+G+H)			\$	52,334.55		
			Customi	zation	Tier			2
##	Operating Co	ost Escalation Applies	Amortiz PBS Fee		Terms (i	n months)		(b) (4)

OA #: ADC07503 OA Status: Final Version: 19 Loc Code: DC0515AF

FY19 Co ADC075 7073		Final DHS CBP MISSION SUPPORT FA DC0515AF 30-Sep-2018	Versi ACILITIES	on: 19	Page: Date Last Moo Fiscal Year Up Fiscal Year:		4 of 10 30-Sep-2018
OA End	Date:	19-Sep-2028		Period:	01-Oct-2021	to	30-Sep-2022
			Charge Basis	Annua	l Charge	Anı	nual Rate
1.	Shell Rental Ra	te					
	a. General		868		\$43,434.55	\$50	0.030000000
3.	Operating Costs	s ##	(b) (4)				
A.	Market Rent S	ubTotal	868		\$51,778.46	\$59	9.640920317
В.	Agency Rent S	ubTotal	868	}	\$0.00	\$0	0.000000000
12.	Pro-Rata Joint U	Jse Charges					
	a. Building Am	enities	11		\$742.99	\$6'	7.299264739
C.	Joint Use SubT	otal			\$742.99		
D.	Total Annual F	Rent (A+B+C)	868		\$52,521.45		
E.	Adjustments S	ubTotal			\$0.00		
F.	Total Rent Bill				\$52,521.45		
G.	Total Antenna	Bill			\$0.00		
H.	Total Reimbur	sable Services Bill			\$0.00		
I.	Total PBS Bill	(F+G+H)			\$52,521.45		
		`	Customizat		,		2
##	Operating Co	ost Escalation Applies	Amortization PBS Fee is		in months)		(b) (4)

OA #: ADC07503 OA Status: Final Version: 19 Loc Code: DC0515AF

ADC075 7073		Final DHS CBP MISSION SUPPORT DC0515AF	FACILITIES	Version:	19	Page: Date Last Mod Fiscal Year U		5 of 10 30-Sep-2018
OA Star		30-Sep-2018			D! 4.	Fiscal Year: 01-Oct-2022	4-	2023
OA End	Date:	19-Sep-2028	Charge Ba	ncic	Period:	Charge	to A na	30-Sep-2023 nual Rate
1.	Shell Rental Ra	te	Charge Da	1515	Aiiiiuai	Charge	AIII	iuai Kate
1.	a. General	ic .		868	\$	643,434.55	\$50	0.030000000
3.	Operating Costs	: ##		(b) (4)	Ψ	77,757.55	Ψυ	3.030000000
A.	Market Rent S			868	\$	551,953.68	\$50	9.842749643
B.	Agency Rent S			868	Ψ	\$0.00		0.000000000
12.	Pro-Rata Joint U			000		Ψ0.00	Ψ	3.000000000
	a. Building Am	•		11		\$758.59	\$6	8.712549298
C.	Joint Use SubT					\$758.59	Ψ0.	31,120 1,20
D.	Total Annual F			868	\$	552,712.27		
E.	Adjustments S					\$0.00		
F.	Total Rent Bill				\$	552,712.27		
G.	Total Antenna					\$0.00		
H.	Total Reimbur	sable Services Bill				\$0.00		
I.	Total PBS Bill	(F+G+H)			\$	552,712.27		
			Custor	nization	n Tier			2
##	Operating Cost Escalation Applies		Amortization Terms (in months) PBS Fee is					0) (4)

OA #: ADC07503 OA Status: Final Version: 19 Loc Code: DC0515AF

FY19 Co ADC075 7073 OA Star		Final DHS CBP MISSION SUPPORT FAC DC0515AF 30-Sep-2018	Version CILITIES	: 19	Page: Date Last Mod Fiscal Year Up Fiscal Year:		6 of 10 30-Sep-2018
OA End	Date:	19-Sep-2028	. n.	Period:		to	30-Sep-2024
1	Cl11 D 4 - 1 D		harge Basis	Annuai	Charge	Anı	nual Rate
1.	Shell Rental Ra	te	0.60	đ	12 42 4 55	Φ.5.	0.02000000
2	a. General		868	1	843,434.55	\$30	0.030000000
3.	Operating Costs		(b) (4)				0.010015006
Α.	Market Rent S	ubTotal	868	9	552,132.58	\$60	0.048817386
В.	Agency Rent S	ubTotal	868		\$0.00	\$0	0.000000000
12.	Pro-Rata Joint U	Jse Charges					
	a. Building Am	enities	11		\$774.52	\$70	0.155512833
C.	Joint Use SubT	Total			\$774.52		
D.	Total Annual F	Rent (A+B+C)	868	\$	\$52,907.10		
E.	Adjustments S	ubTotal			\$0.00		
F.	Total Rent Bill			\$	552,907.10		
G.	Total Antenna	Bill			\$0.00		
H.	Total Reimbur	sable Services Bill			\$0.00		
I.	Total PBS Bill	(F+G+H)		9	552,907.10		
			Customizatio		,		2
##	Operating Co	ost Escalation Applies	Amortization PBS Fee is		n months)	(b) (4)

OA #: ADC07503 OA Status: Final Version: 19 Loc Code: DC0515AF

FY19 Co ADC075 7073		Final DHS CBP MISSION SUPPORT F DC0515AF 30-Sep-2018	ACILITIES	Version:	19	Page: Date Last Mod Fiscal Year Up Fiscal Year:		7 of 10 30-Sep-2018
OA End	Date:	19-Sep-2028			Period:		to	30-Sep-2025
			Charge Ba	sis .	Annual	Charge	Anr	nual Rate
1.	Shell Rental Rat	te						
	a. General			868	\$	43,434.55	\$50	0.030000000
3.	Operating Costs	##	(b	o) (4)				
A.	Market Rent S	ubTotal		868	\$	52,315.24	\$60	0.259212551
В.	Agency Rent St	ubTotal		868		\$0.00	\$(0.000000000
12.	Pro-Rata Joint U	Jse Charges						
	a. Building Am	enities		11		\$790.79	\$7	1.628778603
C.	Joint Use SubT	'otal				\$790.79		
D.	Total Annual R	Rent (A+B+C)		868	\$	53,106.03		
E.	Adjustments Su	ubTotal				\$0.00		
F.	Total Rent Bill	(D + E)			\$	53,106.03		
G.	Total Antenna	Bill				\$0.00		
H.	Total Reimburs	sable Services Bill				\$0.00		
I.	Total PBS Bill	(F+G+H)			\$	53,106.03		
			Custon	nization	Tier			2
##	Operating Co	ost Escalation Applies	Amorti PBS Fe		Γerms (i	n months)	(b) (4)

OA #: ADC07503 OA Status: Final Version: 19 Loc Code: DC0515AF

FY19 Co ADC073 7073		Final DHS CBP MISSION SUPPORT I DC0515AF 30-Sep-2018	FACILITIES	Version:	19	Page: Date Last Mod Fiscal Year Up Fiscal Year:		8 of 10 30-Sep-2018
OA End	Date:	19-Sep-2028			Period:	01-Oct-2025	to	30-Sep-2026
			Charge Ba	sis	Annual	Charge	Anı	nual Rate
1.	Shell Rental Ra	te						
	a. General			868	\$	343,434.55	\$5	0.030000000
3.	Operating Costs	s ##		(b) (4)				
A.	Market Rent S	ubTotal	•	868	\$	552,501.74	\$6	0.474026015
В.	Agency Rent S	ubTotal		868		\$0.00	\$(0.000000000
12.	Pro-Rata Joint U	Jse Charges						
	a. Building Am	enities		11		\$807.39	\$7.	3.132982954
C.	Joint Use SubT	Cotal				\$807.39		
D.	Total Annual I	Rent (A+B+C)		868	\$	53,309.13		
E.	Adjustments S	ubTotal				\$0.00		
F.	Total Rent Bill				\$	53,309.13		
G.	Total Antenna	` '				\$0.00		
Н.	Total Reimbur	sable Services Bill				\$0.00		
I.	Total PBS Bill	(F+G+H)			\$	53,309.13		
		` '	Custon	nization		*		2
##	Operating Co	ost Escalation Applies		zation '		n months)		(b) (4)

OA #: ADC07503 OA Status: Final Version: 19 Loc Code: DC0515AF

ADC075 7073		Final DHS CBP MISSION SUPPORT F DC0515AF	FACILITIES	Version:	19	Page: Date Last Moo		9 of 10 30-Sep-2018
OA Star		30-Sep-2018 19-Sep-2028			Period:	Fiscal Year: 01-Oct-2026	to	2027 30-Sep-2027
OA LIIU	Date.	1	Charge Ba	nsis		Charge		nual Rate
1.	Shell Rental Ra					011111 80		11000
	a. General			868	\$	343,434.55	\$50	0.030000000
3.	Operating Costs	s ##	(b) (4)				
A.	Market Rent S	ubTotal		868	\$	52,692.15	\$60	0.693350561
В.	Agency Rent S	ubTotal		868		\$0.00	\$0	0.000000000
12.	Pro-Rata Joint U	Jse Charges						
	a. Building Am	enities		11		\$824.35	\$74	4.668775596
C.	Joint Use SubT	Cotal				\$824.35		
D.	Total Annual F	Rent (A+B+C)		868	\$	53,516.50		
E.	Adjustments S	ubTotal				\$0.00		
F.	Total Rent Bill	(D + E)			\$	53,516.50		
G.	Total Antenna	Bill				\$0.00		
H.	Total Reimbur	sable Services Bill				\$0.00		
I.	Total PBS Bill	(F+G+H)			\$	53,516.50		
			Custor	nization	n Tier		_	2
##	Operating Co	ost Escalation Applies	Amort PBS F		Terms (i	n months)		(b) (4)

OA #: ADC07503 OA Status: Final Version: 19 Loc Code: DC0515AF

FY19 C ADC07: 7073	ontinuing Occupancy 503	Final DHS CBP MISSION SUPPORT FAI DC0515AF	Version: CILITIES	: 19	Page: Date Last Mo Fiscal Year U		10 of 10 30-Sep-2018
OA Star		30-Sep-2018			Fiscal Year:		2028
OA End	Date:	19-Sep-2028	b D	Period:	01-Oct-2027	to	19-Sep-2028
1	Cl11 D4 -1 D -		harge Basis	Annuai	Charge	Ani	nual Rate
1.	Shell Rental Ra	te	0.60	đ	10 10 1 55	Φ.	0.02000000
_	a. General		868	\$	643,434.55	\$5	0.030000000
3.	Operating Costs		(b) (4)				
A.	Market Rent S	ubTotal	868	\$	552,886.56	\$6	0.917280923
В.	Agency Rent S	ubTotal	868		\$0.00	\$	0.000000000
12.	Pro-Rata Joint V	Use Charges					
	a. Building Am	nenities	11		\$841.66	\$7	6.236819883
C.	Joint Use Sub7	Total			\$841.66		
D.	Total Annual I	Rent (A+B+C)	868	\$	553,728.22		
E.	Adjustments S	ubTotal			\$0.00		
F.	Total Rent Bill	(D + E)		\$	53,728.22		
G.	Total Antenna	Bill			\$0.00		
H.	Total Reimbur	sable Services Bill			\$0.00		
I.	Total PBS Bill	(F+G+H)		\$	553,728.22		
			Customization	n Tier			2
##	Operating Co	ost Escalation Applies	Amortization	Terms (i	n months)		(b) (4)
	, 6	**	PBS Fee is	`	,		

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between GSA OUTLEASED SPACE (4787) And GENERAL SERVICES ADMINISTRATION

ADC07536	Final	Version:	2	Date Last Modified:	13-May-2016
DC0459AF				Extension of Term	

GSA OUTLEASED SPACE (Code 4787) will occupy 5,080.08 usable (7,143.06 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 90 months commencing on or about 03/16/2016.

GSA OUTLEASED SPACE (Code 4787) will pay the General Services Administration rent in accordance with the attached page(s).

GSA OUTLEASED SPACE (Code 4787) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. GSA OUTLEASED SPACE is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
- 2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems

are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from to Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

Ad Hoc Clauses

ADC07536_Purpose of the OA

The OA has been created in junction with the ITC agreement pertaining to all the Ronald Reagan buildings. This building has been recently IMV and this space has been identified as ITC space.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

ITC spa		Final		V	2	Page:	. 4.	1 of 8
ADC07:	30	GSA OUTLEASED SP	ACE	Version:	2	Date Last Modifi	ea:	13-May-2016
4707		DC0459AF	TICL			Extension of Terr	m	
OA Star	t Date:	16-Mar-2016				Fiscal Year:		2016 Partial
OA End	Date:	30-Sep-2023			Period:	16-Mar-2016 to)	30-Sep-2016
				Char	ge Basis	Period Cha	rge	Annual Rate
A.	Market l	Rent SubTotal			7,143		\$0.00	\$0.000000000
В.	Agency 1	Rent SubTotal			7,143		\$0.00	\$0.000000000
C.	Joint Use	e SubTotal					\$0.00	
D.	Total An	nual Rent (A+B+	·C)		7,143		\$0.00	
E.	Adjustm	ents SubTotal					\$0.00	
F.	Total Re	nt Bill(D+E)					\$0.00	
G.	Total An	tenna Bill					\$0.00	
H.	Total Re	imbursable Servi	ces Bill				\$0.00	
I.	Total PB	S Bill (F+G+H)					\$0.00	
J.	LUMP S	UM ITEMS						
			Customi	zation Tier			2	
			Amortiza	ation Terms	(in months))	(b) (4)	
	PBS Fee is							

ITC spa ADC07 4787		Final GSA OUTLEASED SE	PACE	Version:	2	Page: Date Last Modified:	2 of 8 13-May-2016
OA Sta	rt Date:	DC0459AF 16-Mar-2016				Extension of Term Fiscal Year:	2017
OA End		30-Sep-2023			Period:	01-Oct-2016 to	30-Sep-2017
				Char	ge Basis	Annual Charge	Annual Rate
A.	Market	Rent SubTotal			7,143	\$0.00	\$0.000000000
В.	Agency Rent SubTotal				7,143	\$0.00	\$0.000000000
C.	Joint Us	se SubTotal				\$0.00	
D.	Total Annual Rent (A+B+C)				7,143	\$0.00	
E.	Adjustn	nents SubTotal				\$0.00	
F.	Total R	ent Bill(D+E)				\$0.00	
G.	Total A	ntenna Bill				\$0.00	
Н.	Total R	eimbursable Servi	ices Bill			\$0.00	
I.	Total P	BS Bill (F+G+H)				\$0.00	
			2				
			(b) (4)			

ITC sp.		Final		Version:	2	Page: Date Last Modified:	3 of 8
4787	7330	GSA OUTLEASED S	PACE	version:	2	Date Last Modified:	13-May-2016
.,,,		DC0459AF				Extension of Term	
OA Sta	rt Date:	16-Mar-2016				Fiscal Year:	2018
OA En	d Date:	30-Sep-2023			Period:	01-Oct-2017 to	30-Sep-2018
				Cha	rge Basis	Annual Charge	Annual Rate
A.	Market	Rent SubTotal			7,143	\$0.00	\$0.000000000
В.	Agency	Rent SubTotal			7,143	\$0.00	\$0.000000000
C.	Joint U	se SubTotal				\$0.00	
D.	Total A	nnual Rent (A+B-	+C)		7,143	\$0.00	
E.	Adjusti	ments SubTotal				\$0.00	
F.	Total R	ent Bill(D+E)				\$0.00	
G.	Total A	ntenna Bill				\$0.00	
Н.	Total R	eimbursable Serv	ices Bill			\$0.00	
I.	Total P	BS Bill (F+G+H)				\$0.00	
			Custom	ization Tiei	•	2	
			Amortiz	zation Term	s (in months	(b) (4)
			PBS Fee	e is			

ITC spa ADC07 4787 OA Star	536	Final GSA OUTLEASED SI DC0459AF 16-Mar-2016	PACE	Version:	2	Page: Date Last Modified: Extension of Term Fiscal Year:	4 of 8 13-May-2016 2019
OA End	Date:	30-Sep-2023			Period:	01-Oct-2018 to	30-Sep-2019
				Char	ge Basis	Annual Charge	Annual Rate
A.	Market 1	Rent SubTotal			7,143	\$0.00	\$0.000000000
В.	Agency 1	Rent SubTotal			7,143	\$0.00	\$0.000000000
C.	Joint Us	e SubTotal				\$0.00	
D.	Total Ar	nual Rent (A+B-	-C)		7,143	\$0.00	
E.	Adjustm	ents SubTotal				\$0.00	
F.	Total Re	ent Bill(D+E)				\$0.00	
G.	Total Ar	itenna Bill				\$0.00	
H.	Total Re	imbursable Servi	ices Bill			\$0.00	
I.	Total PE	S Bill (F+G+H)				\$0.00	
					s (in months) (b) (4)

OA #: ADC07536 OA Status: Final Version: 2 Loc Code: DC0459AF

ITC spa ADC07 4787		Final GSA OUTLEASED S	PACE	Version:	2	Page: Date Last Modified:	5 of 8 13-May-2016
		DC0459AF				Extension of Term	
OA Sta		16-Mar-2016				Fiscal Year:	2020
OA Enc	l Date:	30-Sep-2023			Period:	01-Oct-2019 to	30-Sep-2020
				Char	ge Basis	Annual Charge	Annual Rate
A.	Market	Rent SubTotal			7,143	\$0.00	\$0.000000000
В.	Agency Rent SubTotal				7,143	\$0.00	\$0.000000000
C.	Joint Us	se SubTotal				\$0.00	
D.	D. Total Annual Rent (A+B+C)				7,143	\$0.00	
E.	Adjustn	nents SubTotal				\$0.00	
F.	Total R	ent Bill(D+E)				\$0.00	
G.	Total A	ntenna Bill				\$0.00	
Н.	Total R	eimbursable Serv	ices Bill			\$0.00	
I.	Total Pl	BS Bill (F+G+H)				\$0.00	
			2				
			(b) (4	4)			
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OA #: ADC07536 OA Status: Final Version: 2 Loc Code: DC0459AF

ITC sp	ace					Page:		6 of 8
ADC07	7536	Final		Version:	2	Date Last Modi	fied:	13-May-2016
4787		GSA OUTLEASED S	PACE					
		DC0459AF				Extension of Te	rm	
OA Sta	rt Date:	16-Mar-2016				Fiscal Year:		2021
OA En	d Date:	30-Sep-2023			Period:	01-Oct-2020 t	0.0	30-Sep-2021
				Char	ge Basis	Annual Ch	arge	Annual Rate
A.	Market	Rent SubTotal			7,143		\$0.00	\$0.000000000
В.	Agency	Rent SubTotal			7,143		\$0.00	\$0.000000000
C.	Joint U	se SubTotal					\$0.00	
D.	Total A	nnual Rent (A+B-	+ C)		7,143		\$0.00	
E.	Adjusti	nents SubTotal					\$0.00	
F.	Total R	ent Bill(D+E)					\$0.00	
G.	Total A	ntenna Bill					\$0.00	
Н.	Total R	eimbursable Serv	ices Bill				\$0.00	
I.	Total P	BS Bill (F+G+H)					\$0.00	
			Customi	zation Tier			2	
			Amortiz	ation Term	s (in months	s)	(b) (4	1)
			PBS Fee	e is				

OA #: ADC07536 OA Status: Final Version: 2 Loc Code: DC0459AF

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ADC07	536	Final		Version:	2	Date Last Modified:	13-May-2016
4787		GSA OUTLEASED S	PACE				
		DC0459AF				Extension of Term	
OA Sta	rt Date:	16-Mar-2016				Fiscal Year:	2022
OA End	d Date:	30-Sep-2023			Period:	01-Oct-2021 to	30-Sep-2022
				Cha	rge Basis	Annual Charge	Annual Rate
A.	Market	Rent SubTotal			7,143	\$0.0	00 \$0.000000000
В.	Agency Rent SubTotal				7,143	\$0.0	90.000000000
C.	Joint U	se SubTotal				\$0.0	00
D.	Total A	nnual Rent (A+B-	+ C)		7,143	\$0.0	00
E.	Adjustr	nents SubTotal				\$0.0	00
F.	Total R	ent Bill(D+E)				\$0.0	00
G.	Total A	ntenna Bill				\$0.0	00
Н.	Total R	eimbursable Serv	rices Bill			\$0.0	00
I.	Total P	BS Bill (F+G+H)				\$0.0	00
				2			
			(b) (4)			
			PBS Fee	e is	•	•	
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OA #: ADC07536 OA Status: Final Version: 2 Loc Code: DC0459AF

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ADC0	7536	Final		Version:	2	Date Last Modified:	13-May-2016
4787		GSA OUTLEASED SI	PACE				
	_	DC0459AF				Extension of Term	
	art Date:	16-Mar-2016				Fiscal Year:	2023
OA En	d Date:	30-Sep-2023			Period:	01-Oct-2022 to	30-Sep-2023
				Cha	rge Basis	Annual Charge	Annual Rate
A.	Market	Rent SubTotal			7,143	\$0.00	\$0.000000000
В.	Agency	Rent SubTotal			7,143	\$0.00	\$0.000000000
C.	Joint U	se SubTotal				\$0.00	
D.	Total A	annual Rent (A+B+	+C)		7,143	\$0.00	
E.	Adjusti	ments SubTotal				\$0.00	
F.	Total R	ent Bill(D+E)				\$0.00	
G.	Total A	ntenna Bill				\$0.00	
Н.	Total R	<mark>Reimbursable Serv</mark> i	ices Bill			\$0.00	
I.	Total P	BS Bill (F+G+H)				\$0.00	
			Customi	ization Tier	•	2	
	Amortization Te				s (in months	(b) (4)
			PBS Fee	e is			

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (7056) And GENERAL SERVICES ADMINISTRATION

ADC08364	Final	Version:	1	Date Last Modified:	29-Sep-2017
DC0516AF					

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will occupy 0.00 usable (0.00 rentable) square feet of space and 16 structured parking spaces and 0 surface parking spaces at REAGAN BLDG GARAGE (DC0516) located at 1300 PENNSYLVANIA AVE NW, WASHINGTON, DC, for a period of 120 months commencing on or about 11/01/2016.

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard

services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user

to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
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If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish

the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

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The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

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The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal

property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Department of Homeland Security (DHS) Mandatory Clauses

Rent Components

Obligation to Pay Rent

The DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) obligation to pay Rent for the space governed by this OA commences upon substantial completion and acceptance of the space by the GSA project manager. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will accompany GSA on the walk-through of the space prior to GSA acceptance of the space. (Note: This clause supersedes any conflicting clauses in the Standard Clauses.)

Shell Rent

The shell rental rate identified in the OA Financial Summary:

X For owned space, based upon comparable market data is final

Per Square Foot Operating Costs

The per-square-foot base-year operating costs identified in the OA Financial Summary:

X For owned space, based upon comparable market data is final

Tenant Improvement Cost

Whether the assignment is in owned or leased space, if the tenant improvement cost identified in the OA Financial Summary:

 Represents the cost of minor improvements in existing space, it is unlikely to change significantly.
Is the tenant improvement allowance or a preliminary modification of the tenant allowance, is subject
 to change, depending on the actual costs.

Is the negotiated total tenant improvement value, it is unlikely to change significantly except for changes to the scope of the work.

___ Is a buildout-period estimate, is subject to cost adjustments.

____ Is the cost upon completion, may be subject to minor post-construction cost adjustments.

Applicable Terms

The following terms apply to this Occupancy Agreement:

A. General TI Allowance (Total Dollars)		
B. General TI Allowance Expended (Total Dollars)	\$0.00	
C. Customization TI Allowance (Total Dollars)	\$0.00	
D. Customization TI Allowance Expended (Total Dollars)		
E. TI Amortization Rate (Annual)	2.015	
F. TI Amortization Term (Months)		
G. Total TI Lump-Sum Payment Buy-Down (Total Dollars)		

Regional Mandatory Clauses

H. Customization Tier for this OA

Building Service Hours

Core hours of building service hours will be from to Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

2

Optional Clauses

National Capital Optional

Final OA

This OA represents the final terms of occupancy.

ZZZ - Portfolio Signature Block

Approved:

NCR Portfolio Representative Title Date

Ad Hoc Clauses

Purpose of OA ADC08364 v.1 - Parking Only

The purpose of this OA is to memorialize rent for DHS National Protection and Programs Directorate FPS, which will be backfilling 16 structured parking for a period of 120 months from November 1, 2016 to October 31, 2026

Appraisal Basis Clause ADC08364 v.1

The rates in this OA are based on the FY17 appraisal for unreserved parking, and will be effective 11/1/2016 through 10/31/2026, at which time a new OA will be provided reflecting an updated appraisal. The annual rent includes the per space rate of \$3,646.20 or \$58,339.20 for all sixteen (16) parking spaces.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

OA #: ADC08364 OA Status: Final Version: 1 Loc Code: DC0516AF

16 Parking Spaces at RRB Page: 1 of 11

ADC08364 Final Version: 1 Date Last Modified: 29-Sep-2017

7056 DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS

DC0516AF

OA Start Date: 01-Nov-2016 Fiscal Year: 2017 Partial OA End Date: 31-Oct-2026 Period: 01-Nov-2016 to 30-Sep-2017

OA E	nd Date: 31-Oct-2026		Period: 01-No	ov-2016 to 30-Sep-2017
		Charge Basis	Period Charge	Annual Rate
A.	Market Rent SubTotal	0	\$0.00	
9.	Parking			
	a. Structured (number of spaces)	16	\$53,477.60	\$3,646.200000000
В.	Agency Rent SubTotal	0	\$53,477.60	
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	0	\$53,477.60	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$53,477.60	
G.	Total Antenna Bill		\$0.00	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$53,477.60	
J.	LUMP SUM ITEMS			

Customization Tier

Amortization Terms (in months)

16 Parking Spaces at RRB Page: 2 of 11

ADC08364 Final Version: 1 Date Last Modified: 29-Sep-2017

7056 DHS NATIONAL PROTECTION AND PROGRAMS

DIRECTORATE FPS

DC0516AF

OA Start Date: 01-Nov-2016 Fiscal Year: 2018
OA End Date: 31-Oct-2026 Period: 01-Oct-2017 to 30-Sep-2018

OAL	Date. 31-0ct-2020		1 cliod. 01-Oct-2017 to 30-3cp-2018			
		Charge Basis	Annual Charge	Annual Rate		
A.	Market Rent SubTotal	0	\$0.00			
9.	Parking					
	a. Structured (number of spaces)	16	\$58,339.20	\$3,646.200000000		
В.	Agency Rent SubTotal	0	\$58,339.20			
C.	Joint Use SubTotal		\$0.00			
D.	Total Annual Rent (A+B+C)	0	\$58,339.20			
E.	Adjustments SubTotal		\$0.00			
F.	Total Rent Bill(D+E)		\$58,339.20			
G.	Total Antenna Bill		\$0.00			
H.	Total Reimbursable Services Bill		\$0.00			
I.	Total PBS Bill (F+G+H)		\$58,339.20			

Customization Tier

Amortization Terms (in months)

OA #: ADC08364 OA Status: Final Version: 1 Loc Code: DC0516AF

16 Parking Spaces at RRB Page: 3 of 11

ADC08364 Final Version: 1 Date Last Modified: 29-Sep-2017

7056 DHS NATIONAL PROTECTION AND PROGRAMS

DIRECTORATE FPS

DC0516AF

OA Start Date: 01-Nov-2016 Fiscal Year: 2019
OA End Date: 31-Oct-2026 Period: 01-Oct-2018 to 30-Sep-2019

Charge Basis 0	Annual Charge \$0.00	Annual Rate
0	\$0.00	
) 16	\$58,339.20	\$3,646.200000000
0	\$58,339.20	
	\$0.00	
0	\$58,339.20	
	\$0.00	
	\$58,339.20	
	\$0.00	
Bill	\$0.00	
	\$58,339.20	
	0	0 \$58,339.20 \$0.00 0 \$58,339.20 \$0.00 \$58,339.20 \$0.00 \$0.00

Customization Tier

Amortization Terms (in months)

OA #: ADC08364 OA Status: Final Version: 1 Loc Code: DC0516AF

16 Parking Spaces at RRB Page: 4 of 11

Conservation First Date Last

ADC08364 Final Version: 1 Date Last Modified: 29-Sep-2017

7056 DHS NATIONAL PROTECTION AND PROGRAMS

DIRECTORATE FPS

DC0516AF

OA Start Date: 01-Nov-2016 Fiscal Year: 2020
OA End Date: 31-Oct-2026 Period: 01-Oct-2019 to 30-Sep-2020

0.1	21 000 2020	101100.01 001 2017 10 20 2		
		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	0	\$0.00	
9.	Parking			
	a. Structured (number of spaces)	16	\$58,339.20	\$3,646.200000000
B.	Agency Rent SubTotal	0	\$58,339.20	
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	0	\$58,339.20	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$58,339.20	
G.	Total Antenna Bill		\$0.00	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$58,339.20	

Customization Tier

Amortization Terms (in months)

OA #: ADC08364 OA Status: Final Version: 1 Loc Code: DC0516AF

16 Parking Spaces at RRB Page: 5 of 11

ADC08364 Final Version: 1 Date Last Modified: 29-Sep-2017

7056 DHS NATIONAL PROTECTION AND PROGRAMS

DIRECTORATE FPS

DC0516AF

OA Start Date: 01-Nov-2016 Fiscal Year: 2021
OA End Date: 31-Oct-2026 Period: 01-Oct-2020 to 30-Sep-2021

0.12	Date: 21 Oct 2020	101104.01 001 2020 10 20 20			
		Charge Basis	Annual Charge	Annual Rate	
A.	Market Rent SubTotal	0	\$0.00		
9.	Parking				
	a. Structured (number of spaces)	16	\$58,339.20	\$3,646.200000000	
B.	Agency Rent SubTotal	0	\$58,339.20		
C.	Joint Use SubTotal		\$0.00		
D.	Total Annual Rent (A+B+C)	0	\$58,339.20		
E.	Adjustments SubTotal		\$0.00		
F.	Total Rent Bill(D+E)		\$58,339.20		
G.	Total Antenna Bill		\$0.00		
H.	Total Reimbursable Services Bill		\$0.00		
I.	Total PBS Bill (F+G+H)		\$58,339.20		

Customization Tier

Amortization Terms (in months)

2

OA #: ADC08364 OA Status: Final Version: 1 Loc Code: DC0516AF

16 Parking Spaces at 6 of 11 Page: RRB Date Last ADC08364 Final Version: 1 29-Sep-2017 Modified: DHS NATIONAL PROTECTION AND PROGRAMS 7056 DIRECTORATE FPS DC0516AF 2022 OA Start Date: 01-Nov-2016 Fiscal Year: OA End Date: 31-Oct-2026 Period: 01-Oct-2021 to 30-Sep-2022 **Charge Basis Annual Charge Annual Rate** A. **Market Rent SubTotal** 0 \$0.00 9. **Parking** \$3,646.200000000 a. Structured (number of spaces) 16 \$58,339.20 B. **Agency Rent SubTotal** 0 \$58,339.20 C. Joint Use SubTotal \$0.00 0 D. **Total Annual Rent (A+B+C)** \$58,339.20 Ε. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$58,339.20 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 I. Total PBS Bill (F+G+H) \$58,339.20

Customization Tier

Amortization Terms (in months)

OA #: ADC08364 OA Status: Final Version: 1 Loc Code: DC0516AF

16 Parking Spaces at RRB Page: 7 of 11

ADC08364 Final Version: 1 Date Last Modified: 29-Sep-2017

7056 DHS NATIONAL PROTECTION AND PROGRAMS

DIRECTORATE FPS

DC0516AF

OA Start Date: 01-Nov-2016 Fiscal Year: 2023
OA End Date: 31-Oct-2026 Period: 01-Oct-2022 to 30-Sep-2023

OA EI	id Date: 31-Oct-2020		Period: 01-0	ct-2022 to 50-sep-2025
		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	0	\$0.00	
9.	Parking			
	a. Structured (number of spaces)	16	\$58,339.20	\$3,646.200000000
B.	Agency Rent SubTotal	0	\$58,339.20	
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	0	\$58,339.20	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$58,339.20	
G.	Total Antenna Bill		\$0.00	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$58,339.20	

Customization Tier

Amortization Terms (in months)

2

OA #: ADC08364 OA Status: Final Version: 1 Loc Code: DC0516AF

16 Parking Spaces at RRB Page: 8 of 11

COORDAN TO A Date Last

ADC08364 Final Version: 1 Date Last Modified: 29-Sep-2017

7056 DHS NATIONAL PROTECTION AND PROGRAMS

DIRECTORATE FPS

DC0516AF

OA Start Date: 01-Nov-2016 Fiscal Year: 2024
OA End Date: 31-Oct-2026 Period: 01-Oct-2023 to 30-Sep-2024

14 Butc. 31 Oct 2020		1 chod. 01 Oct 2025 to 30 Sep 2021			
	Charge Basis	Annual Charge	Annual Rate		
Market Rent SubTotal	0	\$0.00			
Parking					
a. Structured (number of spaces)	16	\$58,339.20	\$3,646.200000000		
Agency Rent SubTotal	0	\$58,339.20			
Joint Use SubTotal		\$0.00			
Total Annual Rent (A+B+C)	0	\$58,339.20			
Adjustments SubTotal		\$0.00			
Total Rent Bill(D+E)		\$58,339.20			
Total Antenna Bill		\$0.00			
Total Reimbursable Services Bill		\$0.00			
Total PBS Bill (F+G+H)		\$58,339.20			
	Parking a. Structured (number of spaces) Agency Rent SubTotal Joint Use SubTotal Total Annual Rent (A+B+C) Adjustments SubTotal Total Rent Bill(D+E) Total Antenna Bill Total Reimbursable Services Bill	Market Rent SubTotal Parking a. Structured (number of spaces) Agency Rent SubTotal Joint Use SubTotal Total Annual Rent (A+B+C) Adjustments SubTotal Total Rent Bill(D+E) Total Antenna Bill Total Reimbursable Services Bill	Market Rent SubTotalCharge BasisAnnual ChargeMarket Rent SubTotal0\$0.00Parking16\$58,339.20a. Structured (number of spaces)16\$58,339.20Agency Rent SubTotal0\$58,339.20Joint Use SubTotal\$0.00Total Annual Rent (A+B+C)0\$58,339.20Adjustments SubTotal\$0.00Total Rent Bill(D+E)\$58,339.20Total Antenna Bill\$0.00Total Reimbursable Services Bill\$0.00		

Customization Tier

Amortization Terms (in months)

2

OA #: ADC08364 OA Status: Final Version: 1 Loc Code: DC0516AF

16 Parking Spaces at RRB Page: 9 of 11

ADC08364 Final Version: 1 Date Last Modified: 29-Sep-2017

7056 DHS NATIONAL PROTECTION AND PROGRAMS

DIRECTORATE FPS

DC0516AF

 OA Start Date:
 01-Nov-2016
 Fiscal Year:
 2025

 OA End Date:
 31-Oct-2026
 Period: 01-Oct-2024
 to 30-Sep-2025

0.12	21 000 2020	101100.01 001 202. 10 50		
		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	0	\$0.00	
9.	Parking			
	a. Structured (number of spaces)	16	\$58,339.20	\$3,646.200000000
B.	Agency Rent SubTotal	0	\$58,339.20	
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	0	\$58,339.20	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$58,339.20	
G.	Total Antenna Bill		\$0.00	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$58,339.20	

Customization Tier

Amortization Terms (in months)

OA #: ADC08364 OA Status: Final Version: 1 Loc Code: DC0516AF

16 Parking Spaces at Page: 10 of 11

ADC08364 Final Version: 1 Date Last Modified: 29-Sep-2017

7056 DHS NATIONAL PROTECTION AND PROGRAMS

DIRECTORATE FPS

DC0516AF

OA Start Date: 01-Nov-2016 Fiscal Year: 2026
OA End Date: 31-Oct-2026 Period: 01-Oct-2025 to 30-Sep-2026

Charge Basis Annual Charge Annual Rate A. **Market Rent SubTotal** 0 \$0.00 9. **Parking** \$3,646.200000000 a. Structured (number of spaces) 16 \$58,339.20 B. **Agency Rent SubTotal** 0 \$58,339.20 C. Joint Use SubTotal \$0.00 0 D. **Total Annual Rent (A+B+C)** \$58,339.20 Ε. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$58,339.20 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 I. Total PBS Bill (F+G+H) \$58,339.20

Customization Tier

2

Amortization Terms (in months)

OA #: ADC08364 OA Status: Final Version: 1 Loc Code: DC0516AF

16 Parking Spaces at 11 of 11 Page: RRB Date Last ADC08364 Final Version: 1 29-Sep-2017 Modified: DHS NATIONAL PROTECTION AND PROGRAMS 7056 DIRECTORATE FPS DC0516AF 2027 Partial OA Start Date: 01-Nov-2016 Fiscal Year: OA End Date: 31-Oct-2026 Period: 01-Oct-2026 to 31-Oct-2026 **Charge Basis Monthly Charge Annual Rate** \$0.00 A. **Market Rent SubTotal** 0 9. **Parking** a. Structured (number of spaces) 16 \$4,861.60 \$3,646.200000000 B. **Agency Rent SubTotal** \$4,861.60 0 C. Joint Use SubTotal \$0.00 0 D. **Total Annual Rent (A+B+C)** \$4,861.60 Ε. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$4,861.60 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 I. Total PBS Bill (F+G+H) \$4,861.60

Customization Tier

Amortization Terms (in months)

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between ENVIRONMENTAL PROTECTION AGENCY (6800) And GENERAL SERVICES ADMINISTRATION

ADC00359	Final	Version:	43	Date Last Modified:	01-Oct-2018
DC0515AF				Annual Operating Cost Escalation	

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will occupy 26,710.84 usable (37,542.22 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG TRADE CT (DC0515) located at 1300 PENNSYLVANIA AVE NW, WASHINGTON, DC, for a period of 24 months commencing on or about 10/01/2018.

The agency share of Joint Use Spaces is 477.14 rentable square feet.

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. ENVIRONMENTAL PROTECTION AGENCY is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
- 2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems

are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

JU Space Details

The agency share of Joint Use Spaces is 477.14 rentable square feet, \$30,170.71 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	32.86	\$2,077.91
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	444.28	\$28,092.81

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from 7am to 5pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

Optional Clauses for All Occupancy Agreements

Continuing Occupancies - 5-Year Levelized Rates

This OA is being extended to reflect the continuing requirement of your current assignment beginning 10/2015. There have been no changes to the usable square footage and no additional Tenant Improvement costs have been added. The shell term has been extended for an additional 5 years (60 months) at a new appraised shell and operating rate per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

National Capital Optional

Final OA

This OA represents the final terms of occupancy.	This OA	represents	the	final	terms	of	occupancy.
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ZZZ - Portfolio Signature Block

Approved:

NCR Portfolio Representative Title Date

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

Purpose of the OA ADC00359

This OA was created to extend 26,710.84 usf/37,542.22 rsf for an additional 60 months effective 10/1/2015

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

Cont. O ADC00 6800		Final ENVIRONMENTAL PROTECTION AGENCY	Version: 43	Page: Date Last Modified:	1 of 2 01-Oct-2018
OA Star OA Enc		DC0515AF 01-Oct-2018 30-Sep-2020	Period:	Annual Operating Cost Esca Fiscal Year: 01-Oct-2018 to	2019 30-Sep-2019
1	Cl 11		Charge Basis	Annual Charge	Annual Rate
1.		l Rental Rate eneral	37,542	\$1,976,597.88	\$52.650000000
3.		rating Costs ##	(b) (4)	\$1,770,377.00	ψ32.03000000
A.	-	ket Rent SubTotal	37,542	\$2,415,106.33	\$64.330408000
В.	Ageı	ncy Rent SubTotal	37,542	\$0.00	\$0.000000000
12.	Pro-l	Rata Joint Use Charges			
	a. B	uilding Amenities	477	\$30,170.71	\$63.231786968
C.	Join	t Use SubTotal		\$30,170.71	
D.	Tota	ll Annual Rent (A+B+C)	37,542	\$2,445,277.04	
E.	Adju	stments SubTotal		\$0.00	
F.		ll Rent Bill(D+E)		\$2,445,277.04	
G.		l Antenna Bill		\$0.00	
Н.		l Reimbursable Services Bill		\$0.00	
I.		ll PBS Bill (F+G+H)		\$2,445,277.04	
J.	LUN	AP SUM ITEMS			
##	O	perating Cost Escalation Applies	Customizati Amortizatio PBS Fee is	on Tier n Terms (in months)	(b) (4)

Note: ANSI Rentable of 37,542 is 26,711 Assigned Usable Space PLUS 10,831 Common Space. R/U Factor is 1.405505031

Cont. Oc ADC003		Final ENVIRONMENTAL PROTECTION AGENCY	Version: 43	Page: Date Last Modified:	2 of 2 01-Oct-2018
0 + 0		DC0515AF		Annual Operating Cost Esc	
OA Star OA End		01-Oct-2018 30-Sep-2020	Period	Fiscal Year: : 01-Oct-2019 to	2020 30-Sep-2020
0112	Date.	1	Charge Basis	Annual Charge	Annual Rate
1.	Shell	Rental Rate	g		
	a. G	eneral	37,54	2 \$1,976,597.88	\$52.650000000
3.	Oper	ating Costs ##	(b) (4)		
A.	Mar	ket Rent SubTotal	37,54	2 \$2,424,315.01	\$64.575696568
В.	Ager	ncy Rent SubTotal	37,54	2 \$0.00	\$0.000000000
12.	Pro-I	Rata Joint Use Charges			
	a. Bu	uilding Amenities	47	7 \$30,804.29	\$64.559654495
C.	Joint	t Use SubTotal		\$30,804.29	
D.	Tota	l Annual Rent (A+B+C)	37,54	2 \$2,455,119.30	
E.	Adju	stments SubTotal		\$0.00	
F.	Tota	l Rent Bill(D+E)		\$2,455,119.30	
G.	Tota	l Antenna Bill		\$0.00	
H.	Tota	l Reimbursable Services Bill		\$0.00	
I.	Tota	l PBS Bill (F+G+H)		\$2,455,119.30	
			Customizat	tion Tier	3
##	O	perating Cost Escalation Applies	Amortization PBS Fee is	on Terms (in months)	(b) (4)

Note: ANSI Rentable of 37,542 is 26,711 Assigned Usable Space PLUS 10,831 Common Space. R/U Factor is 1.405505031

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between ENVIRONMENTAL PROTECTION AGENCY (6800) And GENERAL SERVICES ADMINISTRATION

ADC07434	Final	Version:	10	Date Last Modified:	06-Mar-2018
DC0516AF				Extension of Term	

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will occupy 0.00 usable (0.00 rentable) square feet of space and 210 structured parking spaces and 0 surface parking spaces at REAGAN BLDG GARAGE (DC0516) located at 1300 PENNSYLVANIA AVE NW, WASHINGTON, DC, for a period of 120 months commencing on or about 10/01/2018.

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. ENVIRONMENTAL PROTECTION AGENCY is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
- 2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems

are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from 7:00 am to 5:00 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

Optional Clauses for All Occupancy Agreements

Continuing Occupancies - Parking Only Assignment

This OA is being extended to reflect the continuing requirement of your current parking assignment. There have been no changes to the number of structured or surface parking spaces or the number of reserved or unreserved parking spaces. The parking rate term has been extended for an additional 10 years 120 months. The rate per space is established from the most recent FAR appraisal per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

National Capital Optional

Final OA

This OA represents the final terms of occupancy.

ZZZ - Portfolio Signature Block

Approved:

NCR Portfolio Representative Title Date

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

Purpose of OA ADC07434 v.10

The purpose of this EPA OA is to extend the occupancy term for 10 years from October 1, 2018 to September 30, 2028, for 210 structured parking spaces at the Ronald Reagan Building Garage.

Appraisal Basis ADC07434 v.10

The rates in this OA are based on the FY19 appraisal and will be effective 10/1/2018 through 9/30/2028, at which time a new OA will be provided reflecting an updated appraisal.

Option for parking garage

This parking garage may become a part of a lease hold interest. Should this garage become a lease hold interest, the government reserves the right to terminate this agreement at any time.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

FY19 Continuing Occupancy
ADC07434 Final Version: 10 Page: 1 of 10
Version: 10 Date Last Modified: 06-Mar-2018

6800 ENVIRONMENTAL PROTECTION AGENCY

DC0516AF Extension of Term

OA Start Date: 01-Oct-2018 Fiscal Year: 2019
OA End Date: 30-Sep-2028 Period: 01-Oct-2018 to 30-Sep-2019

id Date:	30-Sep-2028		Period: 01-Oct-2018	8 to 30-Sep-2019
		Charge Basis	Annual Charge	Annual Rate
Market Rent St	ubTotal	0	\$0.00	
Parking				
a. Structured (n	umber of spaces)	210	\$788,673.90	\$3,755.590000000
Agency Rent Su	ıbTotal	0	\$788,673.90	
Joint Use SubT	otal		\$0.00	
Total Annual R	tent (A+B+C)	0	\$788,673.90	
Adjustments Su	ıbTotal		\$0.00	
Total Rent Bill	(D + E)		\$788,673.90	
Total Antenna	Bill		\$0.00	
Total Reimburg	sable Services Bill		\$0.00	
Total PBS Bill	$(\mathbf{F}+\mathbf{G}+\mathbf{H})$		\$788,673.90	
LUMP SUM IT	TEMS			
	Market Rent Su Parking a. Structured (m Agency Rent Su Joint Use SubT Total Annual R Adjustments Su Total Rent Bill(Total Antenna Total Reimburs Total PBS Bill (Market Rent SubTotal	Market Rent SubTotal Parking a. Structured (number of spaces) Agency Rent SubTotal Joint Use SubTotal Total Annual Rent (A+B+C) Adjustments SubTotal Total Rent Bill(D+E) Total Antenna Bill Total Reimbursable Services Bill Total PBS Bill (F+G+H)	Market Rent SubTotal 0 \$0.00 Parking 3 \$0.00 a. Structured (number of spaces) 210 \$788,673.90 Agency Rent SubTotal 0 \$788,673.90 Joint Use SubTotal \$0.00 \$788,673.90 Total Annual Rent (A+B+C) 0 \$788,673.90 Adjustments SubTotal \$0.00 \$788,673.90 Total Rent Bill(D+E) \$788,673.90 Total Antenna Bill \$0.00 Total Reimbursable Services Bill \$0.00 Total PBS Bill (F+G+H) \$788,673.90

Customization Tier

Amortization Terms (in months)

OA Status: Final Version: 10 OA #: ADC07434 Loc Code: DC0516AF

FY19 Continuing Occupancy Page: ADC07434 Date Last Modified: 06-Mar-2018 Final Version: 10

ENVIRONMENTAL PROTECTION AGENCY 6800 DC0516AF

Extension of Term

OA Start Date: 01-Oct-2018 Fiscal Year: 2020 30-Sep-2020 OA End Date: 30-Sep-2028 Period: 01-Oct-2019 to

OA Er	nd Date:	U-Sep-2028		Period: 01-Oct-201	19 to 30-Sep-2020
			Charge Basis	Annual Charge	Annual Rate
A.	Market Rent Sub	Total	0	\$0.00	
9.	Parking				
	a. Structured (num	ber of spaces)	210	\$788,673.90	\$3,755.590000000
В.	Agency Rent Sub'	Total	0	\$788,673.90	
C.	Joint Use SubTota	al		\$0.00	
D.	Total Annual Ren	t (A+B+C)	0	\$788,673.90	
E.	Adjustments Sub'	Total		\$0.00	
F.	Total Rent Bill(D-	+ E)		\$788,673.90	
G.	Total Antenna Bi	1		\$0.00	
H.	Total Reimbursal	ole Services Bill		\$0.00	
I.	Total PBS Bill (F-	+ G + H)		\$788,673.90	
		Customiza	tion Tier		3

Amortization Terms (in months)

FY19 Continuing Occupancy
ADC07434 Final Version: 10 Page: 3 of 10
Version: 10 Date Last Modified: 06-Mar-2018

6800 ENVIRONMENTAL PROTECTION AGENCY

DC0516AF Extension of Term
OA Start Date: 01-Oct-2018 Fiscal Year: 2021
OA End Date: 30-Sep-2028 Period: 01-Oct-2020 to 30-Sep-2021

OA E	nd Date: 30-Sep-2028		Period: 01-Oct-2020) to 30-sep-2021
		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	0	\$0.00	
9.	Parking			
	a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
В.	Agency Rent SubTotal	0	\$788,673.90	
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	0	\$788,673.90	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$788,673.90	
G.	Total Antenna Bill		\$0.00	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$788,673.90	

Customization Tier

Amortization Terms (in months)

FY19 Continuing Occupancy
ADC07434 Final Version: 10 Page: 4 of 10
Version: 10 Date Last Modified: 06-Mar-2018

6800 ENVIRONMENTAL PROTECTION AGENCY

DC0516AF Extension of Term
OA Start Date: 01-Oct-2018 Fiscal Year: 2022
OA End Date: 30-Sep-2028 Period: 01-Oct-2021 to 30-Sep-2022

OA End Date: 30-Sep-2		30-Sep-2028		Period: 01-Oct-2021	to 30-Sep-2022
			Charge Basis	Annual Charge	Annual Rate
A.	Market Rent S	ubTotal	0	\$0.00	
9.	Parking				
	a. Structured (n	umber of spaces)	210	\$788,673.90	\$3,755.590000000
В.	Agency Rent S	ubTotal	0	\$788,673.90	
C.	Joint Use SubT	otal		\$0.00	
D.	Total Annual I	Rent (A+B+C)	0	\$788,673.90	
E.	Adjustments S	ubTotal		\$0.00	
F.	Total Rent Bill	(D+E)		\$788,673.90	
G.	Total Antenna	Bill		\$0.00	
H.	Total Reimbur	sable Services Bill		\$0.00	
I.	Total PBS Bill	(F+G+H)		\$788,673.90	
				_	

FY19 Continuing Occupancy
ADC07434 Final Version: 10 Page: 5 of 10
Version: 10 Date Last Modified: 06-Mar-2018

6800 ENVIRONMENTAL PROTECTION AGENCY

 DC0516AF
 Extension of Term

 OA Start Date:
 01-Oct-2018
 Fiscal Year:
 2023

 OA End Date:
 30-Sep-2028
 Period:
 01-Oct-2022
 to
 30-Sep-2023

OAL	10 Date. 50-3ep-2026		1 c110d. 01-Oct-2022	2 to 30-3cp-2023
		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	0	\$0.00	
9.	Parking			
	a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
В.	Agency Rent SubTotal	0	\$788,673.90	
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	0	\$788,673.90	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$788,673.90	
G.	Total Antenna Bill		\$0.00	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$788,673.90	
	~ .		_	

Amortization Terms (in months)

FY19 Continuing Occupancy
ADC07434 Final Version: 10 Page: 6 of 10
Version: 10 Date Last Modified: 06-Mar-2018

6800 ENVIRONMENTAL PROTECTION AGENCY

DC0516AF Extension of Term
OA Start Date: 01-Oct-2018 Fiscal Year: 2024
OA End Date: 30-Sep-2028 Period: 01-Oct-2023 to 30-Sep-2024

OA EI	nd Date: 50-Sep-2028		Period: 01-Oct-2023	5 to 50-sep-2024
		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	0	\$0.00	
9.	Parking			
	a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
В.	Agency Rent SubTotal	0	\$788,673.90	
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	0	\$788,673.90	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$788,673.90	
G.	Total Antenna Bill		\$0.00	
Н.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$788,673.90	

Customization Tier

Amortization Terms (in months)

FY19 Continuing Occupancy
ADC07434 Final Version: 10 Page: 7 of 10
Version: 10 Date Last Modified: 06-Mar-2018

6800 ENVIRONMENTAL PROTECTION AGENCY

 DC0516AF
 Extension of Term

 OA Start Date:
 01-Oct-2018
 Fiscal Year:
 2025

 OA End Date:
 30-Sep-2028
 Period:
 01-Oct-2024
 to
 30-Sep-2025

OA EI	10 Date: 50-Sep-2028		Period: 01-Oct-2024	10 30-Sep-2023
		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	0	\$0.00	
9.	Parking			
	a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
В.	Agency Rent SubTotal	0	\$788,673.90	
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	0	\$788,673.90	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$788,673.90	
G.	Total Antenna Bill		\$0.00	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$788,673.90	

Amortization Terms (in months)

Version: 10 OA #: ADC07434 OA Status: Final Loc Code: DC0516AF

FY19 Continuing Occupancy Page: ADC07434 Date Last Modified: 06-Mar-2018 Final Version: 10

ENVIRONMENTAL PROTECTION AGENCY 6800

DC0516AF Extension of Term OA Start Date: 01-Oct-2018 Fiscal Year: 2026 30-Sep-2026 OA End Date: 30-Sep-2028 Period: 01-Oct-2025 to

OA EI	nd Date: 30-Sep-2028		Period: 01-Oct-2023	5 to 30-Sep-2026
		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	0	\$0.00	
9.	Parking			
	a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
В.	Agency Rent SubTotal	0	\$788,673.90	
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	0	\$788,673.90	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$788,673.90	
G.	Total Antenna Bill		\$0.00	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$788,673.90	

Customization Tier

Amortization Terms (in months)

FY19 Continuing Occupancy
ADC07434 Final Version: 10 Page: 9 of 10
Version: 10 Date Last Modified: 06-Mar-2018

6800 ENVIRONMENTAL PROTECTION AGENCY

DC0516AF Extension of Term
OA Start Date: 01-Oct-2018 Fiscal Year: 2027
OA End Date: 30-Sep-2028 Period: 01-Oct-2026 to 30-Sep-2027

OA EI	nd Date: 30-Sep-2028		Period: 01-Oct-2020	5 to 50-Sep-2027
		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	0	\$0.00	
9.	Parking			
	a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
В.	Agency Rent SubTotal	0	\$788,673.90	
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	0	\$788,673.90	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$788,673.90	
G.	Total Antenna Bill		\$0.00	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$788,673.90	

Customization Tier Amortization Terms (in months)

FY19 Continuing Occupancy
ADC07434 Final Version: 10 Page: 10 of 10
Version: 10 Date Last Modified: 06-Mar-2018

6800 ENVIRONMENTAL PROTECTION AGENCY

DC0516AF Extension of Term
OA Start Date: 01-Oct-2018 Fiscal Year: 2028
OA End Date: 30-Sep-2028 Period: 01-Oct-2027 to 30-Sep-2028

OA EI	id Date. 30-3ep-2028		1 c110u. 01-0ct-2027	10 30-3cp-2026
		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	0	\$0.00	
9.	Parking			
	a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
В.	Agency Rent SubTotal	0	\$788,673.90	
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	0	\$788,673.90	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$788,673.90	
G.	Total Antenna Bill		\$0.00	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$788,673.90	
			_	

Customization Tier Amortization Terms (in months)

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between ENVIRONMENTAL PROTECTION AGENCY (6800) And GENERAL SERVICES ADMINISTRATION

ADC00177	Final	Version:	49	Date Last Modified:	04-Oct-2018
DC0459AF				Fiscal Year Update	

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will occupy 201,968.09 usable (283,867.18 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 24 months commencing on or about 10/04/2018.

The agency share of Joint Use Spaces is 3,607.82 rentable square feet.

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. ENVIRONMENTAL PROTECTION AGENCY is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
- 2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems

are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

JU Space Details

The agency share of Joint Use Spaces is 3,607.82 rentable square feet, \$228,129.16 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	248.48	\$15,711.64
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	3,359.35	\$212,417.53

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from 7am to 5pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

Optional Clauses for All Occupancy Agreements

Continuing Occupancies - 5-Year Levelized Rates

This OA is being extended to reflect the continuing requirement of your current assignment beginning 10/2015. There have been no changes to the usable square footage and no additional Tenant Improvement costs have been added. The shell term has been extended for an additional 5 years (60 months) at a new appraised shell and operating rate per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

National Capital Optional

Final OA

This OA represents the final terms of occupancy.	This OA	represents	the	final	terms	of	occupancy.
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ZZZ - Portfolio Signature Block

Approved:

NCR Portfolio Representative Title Date

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

Purpose of the OA ADC00177

The purpose of this OA is extend the current occupancy 201,968.09 usf/283,867.18 rsf for an additional 60 months effective 10/01/2015

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

		OA #: ADC00177	OA Status: F	inal Vei	sion:	49 Loc Code: D	C0459AF
Cont. (ADC) 6800		Final ENVIRONMENTAL PROTE DC0459AF	ECTION AGENCY	Version:	49	Page: Date Last Modified:	1 of 2 04-Oct-2018
	art Date: ad Date:	04-Oct-2018 30-Sep-2020			Period		2019 30-Sep-2019
			(Charge Ba	sis	Annual Charge	Annual Rate
1.	Shell R	ental Rate					
	a. Gen	eral		283	,867	\$14,945,607.03	\$52.650000000
3.	Operati	ng Costs ##		(b) (4)			
A.	Marke	t Rent SubTotal		283	,867	\$18,261,291.51	\$64.330408000
7.	Security	y Services					
	c. Buil	ding Specific Amortize	ed Capital	(b) (4)			
В.	Agency	Rent SubTotal		283	,867	\$3,939.84	\$0.013879184
12.	Pro-Ra	ta Joint Use Charges					
	a. Buil	ding Amenities		3	,608	\$228,129.16	\$63.231795457
C.	Joint U	Jse SubTotal				\$228,129.16	
D.	Total A	Annual Rent (A+B+C))	283	,867	\$18,493,360.51	
E.	Adjust	ments SubTotal				\$0.00	
F.	Total F	Rent Bill(D+E)				\$18,493,360.51	
G.	Total A	Antenna Bill				\$0.00	
H.	Total F	Reimbursable Service	s Bill			\$0.00	
I.		PBS Bill (F+G+H)				\$18,493,360.51	

Note: ANSI Rentable of 283,867 is 201,968 Assigned Usable Space PLUS 81,899 Common Space. R/U Factor is 1.405505097

Customization Tier

PBS Fee is

Amortization Terms (in months)

3

J.

##

LUMP SUM ITEMS

Operating Cost Escalation Applies

Cont. O	cc.				Page:	2 of 2
ADC00	177	Final	Version:	49	Date Last Modified:	04-Oct-2018
6800		ENVIRONMENTAL PROTECTION AGENCY				
		DC0459AF			Fiscal Year Update	
OA Sta		04-Oct-2018			Fiscal Year:	2020
OA End	l Date:	30-Sep-2020		Period:	01-Oct-2019 to	30-Sep-2020
		\mathbf{C}	harge Basis	Ann	ual Charge	Annual Rate
1.	Shell I	Rental Rate				
	a. Gei	neral	283,86	7 \$	14,945,607.03	\$52.650000000
3.	Opera	ting Costs ##	(b) (4)			
A.	Mark	et Rent SubTotal	283,86	57 \$	18,330,920.88	\$64.575696568
В.	Agend	y Rent SubTotal	283,86	7	\$0.00	\$0.000000000
12.	Pro-Ra	ata Joint Use Charges				
	a. Bui	lding Amenities	3,60	8	\$232,919.87	\$64.559663162
C.	Joint	Use SubTotal			\$232,919.87	
D.	Total	Annual Rent (A+B+C)	283,86	57 \$	18,563,840.75	
E.	Adjus	tments SubTotal			\$0.00	
F.	Total	Rent Bill(D+E)		\$	18,563,840.75	
G.	Total	Antenna Bill			\$0.00	
Н.	Total	Reimbursable Services Bill			\$0.00	
I.	Total	PBS Bill (F+G+H)		\$	18,563,840.75	
			Customiza	tion Tie	r	3
##	Op	erating Cost Escalation Applies	Amortizati	on Tern	ns (in months)	(b) (4)
			PBS Fee is	3		

Note: ANSI Rentable of 283,867 is 201,968 Assigned Usable Space PLUS 81,899 Common Space. R/U Factor is 1.405505097

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between ENVIRONMENTAL PROTECTION AGENCY (6800) And GENERAL SERVICES ADMINISTRATION

ADC00177	Final	Version:	49	Date Last Modified:	04-Oct-2018
DC0459AF				Fiscal Year Update	

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will occupy 201,968.09 usable (283,867.18 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 24 months commencing on or about 10/04/2018.

The agency share of Joint Use Spaces is 3,607.82 rentable square feet.

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. ENVIRONMENTAL PROTECTION AGENCY is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
- 2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems

are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

JU Space Details

The agency share of Joint Use Spaces is 3,607.82 rentable square feet, \$228,129.16 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	248.48	\$15,711.64
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	3,359.35	\$212,417.53

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from 7am to 5pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

Optional Clauses for All Occupancy Agreements

Continuing Occupancies - 5-Year Levelized Rates

This OA is being extended to reflect the continuing requirement of your current assignment beginning 10/2015. There have been no changes to the usable square footage and no additional Tenant Improvement costs have been added. The shell term has been extended for an additional 5 years (60 months) at a new appraised shell and operating rate per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

National Capital Optional

Final OA

This OA represents the final terms of occupancy.	This OA	represents	the	final	terms	of	occupancy.
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ZZZ - Portfolio Signature Block

Approved:

NCR Portfolio Representative Title Date

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

Purpose of the OA ADC00177

The purpose of this OA is extend the current occupancy 201,968.09 usf/283,867.18 rsf for an additional 60 months effective 10/01/2015

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

Cont. C		Final	Version:	49	Page: Date Last Modified:	1 of 2 04-Oct-2018
6800)1 / /	ENVIRONMENTAL PROTECTION AGENCY		49	Date Last Woulden.	04-OCI-2016
0002		DC0459AF			Fiscal Year Update	
OA Sta	rt Date:	04-Oct-2018			Fiscal Year:	2019
OA End	d Date:	30-Sep-2020		Period:	04-Oct-2018 to	30-Sep-2019
			Charge Basi	is An	nual Charge	Annual Rate
1.	Shell Re	ental Rate				
	a. Gene	eral	283,8	367 \$	514,945,607.03	\$52.650000000
3.	Operation	ng Costs ##	(b) (4)			
A.	Market	Rent SubTotal	283,8	367 \$	518,261,291.51	\$64.330408000
7.	Security	Services				
	c. Build	ding Specific Amortized Capital	(b) (4)			

OA #: ADC00177

OA Status: Final Version: 49 Loc Code: DC0459AF

	c. Building Specific Amortized Capital	(b) (4)		
В.	Agency Rent SubTotal	283,867	\$3,939.84	\$0.013879184
12.	Pro-Rata Joint Use Charges			
	a. Building Amenities	3,608	\$228,129.16	\$63.231795457
C.	Joint Use SubTotal		\$228,129.16	
D.	Total Annual Rent (A+B+C)	283,867	\$18,493,360.51	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$18,493,360.51	
G.	Total Antenna Bill		\$0.00	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$18,493,360.51	
J.	LUMP SUM ITEMS			
		C	1•	2

Operating Cost Escalation Applies Customization Tier

Amortization Terms (in months)

PBS Fee is

3 (b) (4)

Note: ANSI Rentable of 283,867 is 201,968 Assigned Usable Space PLUS 81,899 Common Space. R/U Factor is 1.405505097

Cont. O				40	Page:	2 of 2
ADC00 6800	177	Final ENVIRONMENTAL PROTECTION AGENCY	Version:	49	Date Last Modified:	04-Oct-2018
0800		DC0459AF			Fiscal Year Update	
OA Star	t Date:	04-Oct-2018			Fiscal Year:	2020
OA End	Date:	30-Sep-2020		Period:	01-Oct-2019 to	30-Sep-2020
		Cha	arge Basis	Ann	ual Charge	Annual Rate
1.	Shell F	Rental Rate				
	a. Ger	neral	283,86	57 \$1	14,945,607.03	\$52.650000000
3.	Operat	ing Costs ##	(b) (4)			
A.	Marke	et Rent SubTotal	283,86	57 \$1	18,330,920.88	\$64.575696568
В.	Agenc	y Rent SubTotal	283,86	57	\$0.00	\$0.000000000
12.	Pro-Ra	ta Joint Use Charges				
	a. Bui	lding Amenities	3,60)8	\$232,919.87	\$64.559663162
C.	Joint U	Use SubTotal			\$232,919.87	
D.	Total A	Annual Rent (A+B+C)	283,86	57 \$1	18,563,840.75	
E.	Adjust	tments SubTotal			\$0.00	
F.	Total 1	Rent Bill(D+E)		\$1	18,563,840.75	
G.	Total A	Antenna Bill			\$0.00	
Н.	Total 1	Reimbursable Services Bill			\$0.00	
I.	Total 1	PBS Bill (F+G+H)		\$1	18,563,840.75	
			Customiza	tion Tie	r	3
##	Оре	erating Cost Escalation Applies	Amortizat	ion Term	is (in months)	(b) (4)
	•	- **	PBS Fee is	S	•	

Note: ANSI Rentable of 283,867 is 201,968 Assigned Usable Space PLUS 81,899 Common Space. R/U Factor is 1.405505097

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between AGENCY FOR INTERNATIONAL DEVELOPMENT (7200) And GENERAL SERVICES ADMINISTRATION

ADC00178	Final	Version:	53	Date Last Modified:	13-Nov-2018
DC0459AF				Late Replacement	

AGENCY FOR INTERNATIONAL DEVELOPMENT (Code 7200) will occupy 474,844.85 usable (667,396.86 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 23 months commencing on or about 11/01/2018.

The agency share of Joint Use Spaces is 8,482.31 rentable square feet.

AGENCY FOR INTERNATIONAL DEVELOPMENT (Code 7200) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

AGENCY FOR INTERNATIONAL DEVELOPMENT (Code 7200) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. AGENCY FOR INTERNATIONAL DEVELOPMENT is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a

"participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund,

the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
- 2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones,

furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the

general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

JU Space Details

The agency share of Joint Use Spaces is 8,482.31 rentable square feet, \$536,351.85 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	584.19	\$36,939.45
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	7,898.12	\$499,412.40

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from to Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

National Capital Optional

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts

for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

ADC00178v52- Purpose of OA

Effective 09/10/2018 part of the Phase 3 Space Renovation on the 2nd floor for USAID occurred. The square footage for phase 3 renovation is 63,213 RSF (44,975.29 USF). However, only 61,816.72 RSF was reduced as of 9/10/2018. The remaining 1,396.28 RSF/993.44 USF is being released in this version 52 OA now that the space is completely vacant. The square footage will now reflect 667,396.86 RSF (474,844.85 USF) effective 10/15/2018. Phase 3 is scheduled to be completed by September 2019.

ADC00178v52- Appraisal Basis

The rates in this OA are based on the FY16 appraisal and the OA is valid from October 1, 2015 until September 30, 2020

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

Renova ADC00 7200	tions: Phase 3 reduction 178	Final AGENCY FOR INTERNATIONAL DC0459AF		Version: 53	Page: Date Last Mo		1 of 2 13-Nov-2018
OA Star	rt Date:	01-Nov-2018			Fiscal Year:	inciit	2019 Partial
OA End	l Date:	30-Sep-2020			d: 01-Nov-2018		30-Sep-2019
			Charge Basis	Period	Charge	Ann	ual Rate
1.	Shell Rental Rate						
	a. General		667,39	7 \$32,2	10,240.96	\$52.	650000000
3.	Operating Costs	##	(b) (4)				
A.	Market Rent Su	bTotal	667,39	7 \$39,3	56,086.28	\$64.	330408000
7.	Security Services	}					
	c. Building Spec	ific Amortized Capital	(b) (4)				
B.	Agency Rent Su	bTotal -	667,39	7	\$8,508.98	\$0.	013908553
12.	Pro-Rata Joint Us	se Charges					
	a. Building Ame	nities	8,48	32 \$4	91,655.86	\$63.	231796574
C.	Joint Use SubTo			\$4	91,655.86		
D.	Total Annual Re	ent (A+B+C)	667,39	7 \$39,8	56,251.12		
E.	Adjustments Su			•	\$0.00		
F.	Total Rent Bill(1			\$39,8	56,251.12		
G.	Total Antenna B				\$0.00		
Н.	Total Reimburs	able Services Bill			\$0.00		
Ι.	Total PBS Bill (1			\$39.8	56,251.12		
J.	LUMP SUM IT			Ψυ,,ο	0 0,20 1112		
##		est Escalation Applies	Customization Amortization PBS Fee is		months)	(b)	2 (4)

Note: ANSI Rentable of 667,397 is 474,845 Assigned Usable Space PLUS 192,552 Common Space. R/U Factor is 1.405505104

OA #: ADC00178 OA Status: Final Version: 53 Loc Code: DC0459AF

Renovations: Phase 3 reduction Page: ADC00178 Date Last Modified: 13-Nov-2018 Final Version: 53 AGENCY FOR INTERNATIONAL DEVELOPMENT 7200 DC0459AF Late Replacement OA Start Date: 01-Nov-2018 2020 Fiscal Year: OA End Date: 30-Sep-2020 Period: 01-Oct-2019 30-Sep-2020 **Charge Basis Annual Charge Annual Rate** 1. Shell Rental Rate a. General 667,397 \$35,138,444.68 \$52.650000000 3. Operating Costs ## A. **Market Rent SubTotal** 667,397 \$43,097,617.12 \$64.575696568 В. **Agency Rent SubTotal** 667,397 \$0.00 \$0.00000000 12. Pro-Rata Joint Use Charges a. Building Amenities \$547,615.24 \$64.559664302 8,482 C. Joint Use SubTotal \$547,615.24 D. **Total Annual Rent (A+B+C)** 667,397 \$43,645,232.36 Ε. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$43,645,232.36 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 Total PBS Bill (F+G+H) I. \$43,645,232.36 **Customization Tier** 2 ## Operating Cost Escalation Applies Amortization Terms (in months) PBS Fee is

Note: ANSI Rentable of 667,397 is 474,845 Assigned Usable Space PLUS 192,552 Common Space. R/U Factor is 1.405505104

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between PUBLIC BUILDINGS SERVICE (FIELD OFFICE) (4766) And GENERAL SERVICES ADMINISTRATION

ADC00400	Final	Version:	47	Date Last Modified:	01-Mar-2019
DC0459AF				Annual Operating Cost Escalation	

PUBLIC BUILDINGS SERVICE (FIELD OFFICE) (Code 4766) will occupy 11,867.40 usable (16,679.69 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 24 months commencing on or about 03/01/2019.

The agency share of Joint Use Spaces is 211.99 rentable square feet.

PUBLIC BUILDINGS SERVICE (FIELD OFFICE) (Code 4766) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

PUBLIC BUILDINGS SERVICE (FIELD OFFICE) (Code 4766) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. PUBLIC BUILDINGS SERVICE (FIELD OFFICE) is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a

"participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund,

the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
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The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

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The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the

general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

GSA Mandatory Clauses

Space Utilization for GSA Occupancy

Tenant agency personnel in this space include Seventeen (17) federal employees and Zero (0) contractors. The utilization rate for this space will be 698.08 USF/person. For instructions on how to count personnel, please refer to the GSA directive OAS P 7005.1 Internal Space Allocation, Design, and Management Policy

Other Mandatory Clauses

JU Space Details

The agency share of Joint Use Spaces is 211.99 rentable square feet, \$13,404.59 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	14.60	\$923.20
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	197.39	\$12,481.40

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from 7:00 am to 5:00 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

Optional Clauses for All Occupancy Agreements

Continuing Occupancies - 5-Year Levelized Rates

This OA is being extended to reflect the continuing requirement of your current assignment beginning March 2016. There have been no changes to the usable square footage and no additional Tenant Improvement costs have been added. The shell term has been extended for an additional 5 years (60 months) at a new appraised shell and operating rate per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

National	Capital	O	ptional	l
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Final OA

This OA represents the final terms of occupancy.

ZZZ - Portfolio Signature Block

Approved:

NCR Portfolio Representative

Title Date

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title

OA #: ADC00400	OA Status: Final	Version: 47	Loc Code: DC0459AF

Date	Date

OA #: ADC00400 OA Status: Final Version: 47 Loc Code: DC0459AF

Extension ADC00 4766 OA Star		Final PUBLIC BUILDINGS SERVICE (FIELD OFFICE DC0459AF 01-Mar-2019	Version: 47 E)	Page: Date Last Modified: Annual Operating Cost Esc Fiscal Year:	1 of 3 01-Mar-2019 calation 2019 Partial
OA Stat		28-Feb-2021	Period:	01-Mar-2019 to	30-Sep-2019
			Charge Basis	Period Charge	Annual Rate
1.	Shell Re	ental Rate	S	S	
	a. Gene	eral	16,680	\$512,274.98	\$52.650000000
3.	Operation	ng Costs ##	(b) (4)		
A.	Market	Rent SubTotal	16,680	\$625,923.24	\$64.330408000
7.	Security	Services	(b) (4)		
	c. Build	ling Specific Amortized Capital	(b) (4)		
B.	Agency	Rent SubTotal	16,680	\$135.04	\$0.013879184
12.	Pro-Rat	a Joint Use Charges			
	a. Build	ling Amenities	212	\$7,819.34	\$63.231782861
C.	Joint U	se SubTotal		\$7,819.34	
D.	Total A	nnual Rent (A+B+C)	16,680	\$633,877.62	
E.	Adjusti	nents SubTotal		\$0.00	
F.	Total R	ent Bill(D+E)		\$633,877.62	
G.	Total A	ntenna Bill		\$0.00	
H.	Total R	eimbursable Services Bill		\$0.00	
I.	Total P	BS Bill (F+G+H)		\$633,877.62	
J.	LUMP	SUM ITEMS			
##	Ope	erating Cost Escalation Applies	Customization Amortization 7 PBS Fee is	Tier Ferms (in months)	1 (b) (4)

Note: ANSI Rentable of 16,680 is 11,867 Assigned Usable Space PLUS 4,812 Common Space. R/U Factor is 1.405504997

OA #: ADC00400 OA Status: Final Version: 47 Loc Code: DC0459AF

ADC004	on of Term 400	Final	Version: 47	Page: Date Last Modified:	2 of 3 01-Mar-2019
4766		PUBLIC BUILDINGS SERVICE (FIELD OFFIC DC0459AF	E)	Annual Operating Cost Es	colotion
OA Star	t Date:	01-Mar-2019		Fiscal Year:	2020
OA End	Date:	28-Feb-2021	Period: 01-Oct-2019 to		30-Sep-2020
		Ch	narge Basis	Annual Charge	Annual Rate
1.	Shell R	Rental Rate	_	_	
	a. Gen	eral	16,680	\$878,185.68	\$52.650000000
3.	Operat	ing Costs ##	(b) (4)		
A.	Marke	et Rent SubTotal	16,680	\$1,075,397.88	\$64.473492998
В.	Agenc	y Rent SubTotal	16,680	\$0.00	\$0.000000000
12.	Pro-Ra	ta Joint Use Charges			
	a. Buil	lding Amenities	212	\$13,686.09	\$64.559650302
C.	Joint U	Jse SubTotal		\$13,686.09	
D.	Total A	Annual Rent (A+B+C)	16,680	\$1,089,083.96	
E.	Adjust	ments SubTotal		\$0.00	
F.	Total 1	Rent Bill(D+E)		\$1,089,083.96	
G.	Total A	Antenna Bill		\$0.00	
H.	Total 1	Reimbursable Services Bill		\$0.00	
I.	Total I	PBS Bill (F+G+H)		\$1,089,083.96	
		•	Customization Tier Amortization Terms (in months) PBS Fee is		1
##	Ope	erating Cost Escalation Applies			(b) (4)

Note: ANSI Rentable of 16,680 is 11,867 Assigned Usable Space PLUS 4,812 Common Space. R/U Factor is 1.405504997

OA #: ADC00400 OA Status: Final Version: 47 Loc Code: DC0459AF

Extension of Term Page: ADC00400 01-Mar-2019 Date Last Modified: Final Version: 47 PUBLIC BUILDINGS SERVICE (FIELD OFFICE) 4766 DC0459AF Annual Operating Cost Escalation OA Start Date: 01-Mar-2019 2021 Partial Fiscal Year: OA End Date: 28-Feb-2021 Period: 01-Oct-2020 to 28-Feb-2021 **Charge Basis Period Charge Annual Rate** 1. Shell Rental Rate \$52.650000000 a. General 16,680 \$365,910.70 3. Operating Costs ## A. **Market Rent SubTotal** 16,680 \$448,792.75 \$64.575696568 B. **Agency Rent SubTotal** 16,680 \$0.00000000 \$0.00 12. Pro-Rata Joint Use Charges a. Building Amenities 212 \$5,822.29 \$65.915402958 C. Joint Use SubTotal \$5,822.29 D. **Total Annual Rent (A+B+C)** 16,680 \$454,615.04 Ε. **Adjustments SubTotal** \$0.00 F. **Total Rent Bill(D+E)** \$454,615.04 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 I. Total PBS Bill (F+G+H) \$454,615.04 **Customization Tier** 1 ## Operating Cost Escalation Applies Amortization Terms (in months) PBS Fee is

Note: ANSI Rentable of 16,680 is 11,867 Assigned Usable Space PLUS 4,812 Common Space. R/U Factor is 1.405504997

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between WOODROW WILSON INTERNATIONAL CENTERS FOR SCHOLARS (3358) And GENERAL SERVICES ADMINISTRATION

ADC00514	Final	Version:	36	Date Last Modified:	04-Oct-2018
DC0459AF				Fiscal Year Update	

WOODROW WILSON INTERNATIONAL CENTERS FOR SCHOLARS (Code 3358) will occupy 82,482.17 usable (115,929.11 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 23 months commencing on or about 10/04/2018. The agency share of Joint Use Spaces is 1,473.41 rentable square feet.

WOODROW WILSON INTERNATIONAL CENTERS FOR SCHOLARS (Code 3358) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

WOODROW WILSON INTERNATIONAL CENTERS FOR SCHOLARS (Code 3358) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on

the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new

space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

- 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment
- . PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.
- 2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in

preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either

PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

JU Space Details

The agency share of Joint Use Spaces is 1,473.41 rentable square feet, \$93,166.14 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	101.48	\$6,416.51
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	1,371.93	\$86,749.64

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from 7:00 am to 5:00 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

Optional Clauses for All Occupancy Agreements

Continuing Occupancies - 5-Year Levelized Rates

This OA is being extended to reflect the continuing requirement of your current assignment beginning September, 2015. There have been no changes to the usable square footage and no additional Tenant Improvement costs have been added. The shell term has been extended for an additional 5 years (60 months) at a new appraised shell and operating rate per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

National Capital Optional

Final OA

This OA represents the final terms of occupancy.

ZZZ - Portfolio Signature Block

Approved:

NCR Portfolio Representative Title Date

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

Antenna Count Subject to Change

Antenna Validation - GSA is in the process of validating, updating, and maintaining its antenna data for the building covered by this Occupancy Agreement (OA). As a result of the validation process, the tenant agency might experience a change in the antenna portion of their rent bill because of a change in the number of antennas associated with the space assignment. If there is a change in the number of antennas, a replacement OA will be executed based on the validated antenna data.

Woodrow Wilson Int'l Ctr -MOA and Lease Agreement

An MOA and lease agreement was established between Woodrow Wilson Center and GSA for the assignment of space and payment of Rent. In accordance with the MOA executed on November 1, 1996, the Woodrow Wilson Center has requested and GSA has granted an exemption from Rent charges to the Woodrow Wilson Center for space in the Ronald Reagan Building and International Trade Center, subject to the terms and conditions specified in the lease agreement. GSA will, at the beginning of each fiscal year while such exemption may continue, prepare an estimate of the projected value of the rent covered by this waiver and report it to the Woodrow Wilson Center and The Office of Management and Budget (OMB). If the Woodrow Wilson Center continues to perform obligations under the lease agreement, the rent exemption remains in effect for 30 years or until the time that Congress appropriates sufficient funds to the Woodrow Wilson Center to cover the full amount of its rent. The Woodrow Wilson Center must confirm to GSA each year that Congress has not appropriated sufficient funds to the Woodrow Wilson Center to cover the full amount of its rent for the space covered by the agreement which measures 115,929.11 rentable square feet. The Woodrow Wilson Center must also confirm that they have not received appropriated funds for the rental of space in any location, since the lease agreement stipulates that any such funds must be paid to GSA first and the exemption reduced by those amounts

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

Cont. Occ Page: ADC00514 Date Last Modified: 04-Oct-2018 Final Version: 36 WOODROW WILSON INTERNATIONAL CENTERS FOR SCHOLARS 3358 DC0459AF Fiscal Year Update OA Start Date: 04-Oct-2018 2019 Fiscal Year: OA End Date: 31-Aug-2020 Period: 04-Oct-2018 to 30-Sep-2019 **Charge Basis Annual Charge Annual Rate** 1. Shell Rental Rate a. General 115,929 \$5,769,791.80 \$49.770000000 3. Operating Costs ## A. **Market Rent SubTotal** 115,929 \$7,003,383.04 \$60.410910062 7. **Security Services** c. Building Specific Amortized Capital **Agency Rent SubTotal** B. 115,929 \$1,609.00 \$0.013879184 12. Pro-Rata Joint Use Charges a. Building Amenities 1,473 \$93,166.14 \$63.231792744 C. Joint Use SubTotal \$93,166.14 D. **Total Annual Rent (A+B+C)** \$7,098,158.18 115,929 E. **Adjustments SubTotal** \$0.00 **Total Rent Bill(D+E)** F. \$7,098,158.18 G. **Total Antenna Bill** \$0.00 H. **Total Reimbursable Services Bill** \$0.00 I. Total PBS Bill (F+G+H) \$7,098,158.18 J. **LUMP SUM ITEMS Customization Tier** ## **Operating Cost Escalation Applies** Amortization Terms (in months) PBS Fee is

Note: ANSI Rentable of 115,929 is 82,482 Assigned Usable Space PLUS 33,447 Common Space. R/U Factor is 1.405505093

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 Page:
 2 of 2

 ADC00514
 Final
 Version: 36
 Date Last Modified: 04-Oct-2018

3358 WOODROW WILSON INTERNATIONAL CENTERS FOR SCHOLARS

DC0459AF Fiscal Year Update

 OA Start Date: 04-Oct-2018
 Fiscal Year:
 2020 Partial

 OA End Date: 31-Aug-2020
 Period: 01-Oct-2019 to 31-Aug-2020
 31-Aug-2020

	Charge Basis	Period Charge	Annual Rate
Shell Rental Rate			
a. General	115,929	\$5,288,975.82	\$49.770000000
Operating Costs ##	(b) (4)		
Market Rent SubTotal	115,929	\$6,441,497.50	\$60.615389741
Agency Rent SubTotal	115,929	\$0.00	\$0.000000000
Pro-Rata Joint Use Charges			
a. Building Amenities	1,473	\$87,195.74	\$64.559660392
Joint Use SubTotal		\$87,195.74	
Total Annual Rent (A+B+C)	115,929	\$6,528,693.25	
Adjustments SubTotal		\$0.00	
Total Rent Bill(D+E)		\$6,528,693.25	
Total Antenna Bill		\$0.00	
Total Reimbursable Services Bill		\$0.00	
Total PBS Bill (F+G+H)		\$6,528,693.25	
Operating Cost Escalation Applies	Customization Tier 1 Amortization Terms (in months) PBS Fee is		
	a. General Operating Costs ## Market Rent SubTotal Agency Rent SubTotal Pro-Rata Joint Use Charges a. Building Amenities Joint Use SubTotal Total Annual Rent (A+B+C) Adjustments SubTotal Total Rent Bill(D+E) Total Antenna Bill Total Reimbursable Services Bill Total PBS Bill (F+G+H)	Shell Rental Rate a. General Operating Costs ## Market Rent SubTotal Agency Rent SubTotal Pro-Rata Joint Use Charges a. Building Amenities Joint Use SubTotal Total Annual Rent (A+B+C) Adjustments SubTotal Total Rent Bill(D+E) Total Antenna Bill Total Reimbursable Services Bill Total PBS Bill (F+G+H) Customization Operating Cost Escalation Applies	Shell Rental Rate a. General Operating Costs ## Market Rent SubTotal Agency Rent SubTotal Pro-Rata Joint Use Charges a. Building Amenities 1,473 Agint Use SubTotal Total Annual Rent (A+B+C) Adjustments SubTotal Total Rent Bill(D+E) Total Antenna Bill Total Reimbursable Services Bill Total PBS Bill (F+G+H) Operating Cost Escalation Applies S5,288,975,82 \$5,288,975,82 \$6,441,497.50 115,929 \$6,441,497.50 \$1,473 \$87,195.74 115,929 \$6,528,693.25 Adjustments SubTotal \$0.00 \$0.00 \$6,528,693.25 Customization Tier Amortization Terms (in months)

Note: ANSI Rentable of 115,929 is 82,482 Assigned Usable Space PLUS 33,447 Common Space. R/U Factor is 1.405505093